

**INFORMATION NOTICE
EQUIVALENT TO ASSISTANCE AGREEMENT**

MEDICAL ASSISTANCE

“VISA PREMIER CARD”

Validity as from 01/01/2020

No. 922083

The assistance services covered by this information notice No. 922.083, hereinafter “Information Notice” are:

Subscribed to by:

VISA EUROPE LIMITED

Company under British law headquartered at:
1 Sheldon Square, London W2 6TT, United Kingdom
Registered under No. 5139966
Acting through its French subsidiary
Located at 21, Boulevard de la Madeleine - 75038 Paris Cedex 01
509 930 699 RCS Paris

With:

FRAGONARD ASSURANCES

French Limited Company with share capital of €37,207,660.00
479 065 351 RCS Paris
Registered office: 2 rue Fragonard - 75017 Paris
A company governed by the French Insurance Code
Regulated by l’Autorité de contrôle prudentiel et de résolution (French banking and insurance industry regulatory),
4 place de Budapest – CS 92459 – 75436 Paris Cedex 09 - <https://acpr.banque-france.fr/>

And implemented by:

AWP FRANCE SAS

SAS with share capital of €7,584,076.86
490 381 753 RCS Bobigny
Registered office: 7 rue Dora Maar - 93400 Saint-Ouen
Insurance Brokers - Registered with ORIAS 07 026 669 - <http://www.orias.fr/>

Fragonard Assurances and AWP France SAS, operating under the business name of “Mondial Assistance”, jointly known hereafter as “Premier Assistance”.

CHAPTER 1 – HOW TO IMPLEMENT ASSISTANCE SERVICES

WHEN REQUESTING ASSISTANCE

Premier Assistance will, under no circumstances, replace the local emergency services.

Before taking any action or incurring any expense, the *Insured Person* must:

- Obtain the prior agreement of *Premier Assistance* by contacting immediately *Premier Assistance*, on a 24 hours per day and 7 days per week basis:

* On the internet: www.votre-assistance.fr
* By phone: + 33 (0) 9.69.32.10.60
* By fax: + 33 (0) 9.69.32.10.61
* By email: medical@votreassistance.fr
* For the hearing impaired and deaf: <https://accessibilite.votreassistance.fr>

- Specify the *Insured Card* number, status of the *Insured Person* and the name of the Bank that issued the *Insured Card*.
- Abide by the procedures and solutions proposed by *Premier Assistance*.

ADVICE TO TRAVELLERS

- The *Insured Person* must inform any people accompanying him/her during traveling of the rules applicable in the event of a request for assistance as described above.
- If the *Insured Person* is covered by a legal health insurance scheme of a country which is a member of the European Economic Area (EEA) or of Switzerland, and desires to take advantage of health insurance guarantees while travelling in one of these countries, he/she must be the bearer of a European health insurance card (individual and nominative) that is currently valid.
- If the *Insured Person* is traveling in a country outside the European Economic Area (EEA) or Switzerland, before departure, he/she must check whether this country has established a social security agreement with France. To do this, he/she must consult the Health Insurance Authority to find out whether he/she enters the application field of this agreement and if there are any formalities to be dealt with (withdrawal of a form ...). To obtain these documents, the *Insured Person* before departure, must contact the appropriate body and, in France, the Health Insurance Authority.
- A medical assistance certificate relative to the attribution of a visa is issued at no cost by *Premier Assistance* within 8 working days starting from receipt of a written request from the *Insured Person* together with all the information required for drafting it. This certificate can also be obtained from the website <http://attestation.mondial-assistance.fr>
- While travelling, the *Insured Person* must be sure to take with him/her documents proving his/her identity and any necessary travel documents: passport, national identity card, resident's permit, entry visa, return visa, vaccination book for an accompanying pet, etc., and check the validity dates.
- Some types of holiday and certain destinations are not suitable for very young *Children*. Given the risks of disease related to travel time or conditions, the health situation and the climate, it is advisable to consult his/her attending physician or paediatrician when planning the trip.
- All minor *Children* who are travelling, whether escorted or alone, must have valid identity documents. When a child travels alone or is not accompanied by a parent, the child must have "AST" authorisation to leave the country. In all cases, when a minor *Child* is repatriated, *Premier Assistance* cannot be held responsible for any delay caused by the need to correct the administrative situation.
- Because of risks that could endanger the health of women at an advanced stage of pregnancy, the various airlines apply different restrictions and these are liable to change without advance notice: medical examination a maximum of 48 hours before departure, presentation of a medical certificate, request for the medical approval of the company, etc.
In the event of an emergency and if their contract allows, assistance companies organise and pay the cost of air transport on the express condition that doctors and/or the airlines have no objections.

CHAPTER 2 – APPLICATION CONDITIONS

SCOPE OF THE ASSISTANCE AGREEMENT

Premier Assistance enables *Insured Persons* to benefit from the assistance services described in this assistance agreement, hereinafter the "Assistance Agreement" in the event of an *Accident, Illness*, decease, legal proceedings, loss or theft of documents or objects.

INFORMATION FOR INSURED PEOPLE

The Issuing Bank of the *Insured Card* has appointed Visa Europe Limited to take out and sign an assistance contract in its name and to the benefit of the holders of the *Visa Premier* card, in compliance with the provisions of Insurance Code article L.112-1.

This document constitutes the Information Notice that the Issuing Bank of the *Insured Card* undertakes to give to the holder of the *Insured Card*. The Information Notice for this Assistance Agreement defines the procedures by which cover comes into force, the application scope of cover and procedures to follow if assistance is needed.

By virtue of the contract signed between Visa Europe Limited and Fragonard Assurances, proof of submittal of the Information Notice to the holder of the *Insured Card* is the responsibility of the Issuing Bank of the *Insured Card*.

If changes are made to the policy terms and conditions, or the policy is cancelled, the Issuing Bank of the *Insured Card* undertakes to inform the holder of the *Insured Card* by any means they wish, at least 3 months in advance of the effective date of the change or cancellation.

If the *Insured Person* wishes to obtain details of the conditions and application methods of the cover, he/she may call the telephone assistance centre of the Issuing Bank.

ACCESS CONDITIONS

The assistance services described in the Information Notice apply to the *Insured Persons* holding an *Insured Card* and are valid throughout the validity term of the said *Card*.

EFFECTIVE DATE AND TERM OF ASSISTANCE AGREEMENT

Cover takes effect for the *Insured Person* on the day that the contract is signed for the *Insured Card* and is linked to the validity period of the *Insured Card*. Cover is automatically cancelled on the same dates if the *Insured Card* is not renewed or is withdrawn or stopped by the Issuing Bank or by the holder of the *Insured Card*, or in the event of termination, for any reason, of the Assistance Agreement between Visa Europe Limited, mandated by the Issuing Bank, and *Premier Assistance*.

In the latter instance, the *Insured Person* shall receive a new Assistance Agreement and continue to benefit from the assistance services provided by the new service provider.

Statement of loss or theft of the *Insured Card* does not suspend cover.

SCOPE OF ASSISTANCE SERVICES

The services apply, for any journey undertaken by *the Insured Person* as follows:

- If the *Country of Residence* is *France*:
 - In *France*
 - *Abroad* during the first 90 days of travel.
- If his/her *Country of Residence* is outside *France*:
 - Solely *Abroad*, during the first 90 days of the trip.

A Kilometric Allowance of 100 km will apply to all services for *Covered Events* in the *Country of Residence*.

These conditions are valid for all services **except the following services: Advancing for hospital costs (article 1.10), Top-up reimbursement of medical costs (article 1.11), Replacement driver (article 3), Assistance in the event of legal proceedings (article 5), Help to continue the trip (article 6) and Shipping of objects *Abroad* (article 7) for which the application conditions are indicated in the "Summary table of assistance services" and in their description.**

The assistance services will apply in the direction of the *Insured's Residence*, unless otherwise indicated in the Assistance Agreement.

ARTICLE 3 – DEFINITIONS

The definitions of the terms given in italics, beginning with an uppercase letter in the text of this Information Notice, apply to all the services.

Accident

Any unintentional bodily injury caused by the sudden action of an external cause, and diagnosed by a medically competent body.

Accommodation Costs

Hotel costs (including breakfast), **excluding any other costs for restaurants, drinks and tips.**

Children

- Children of the holder of the *Insured Card* or of his/her *Partner*, single for less than 25 years, fiscally in his/her charge and where applicable, the children who are born during the validity of the Assistance Agreement.
- Adopted children of the holder of the *Insured Person card* or his/her *Partner*, single for less than 25 years, fiscally in his/her charge, starting from the date of entry of the adoption judgement into the French Civil Registry.
- Children of the holder of the *Insured Card* or of his/her *Partner*, single for less than 25 years, registered at the physical address of one of their parents.

Country of Residence

Country in which the *Insured Person* has had a *Residence* for more than 90 consecutive days when making the request to Premier Assistance **except in Excluded Countries.**

Covered Event

Any *Accident*, *Illness*, decease, legal proceedings, loss or theft of covered documents or objects, providing entitlement to assistance services, occurring during a trip (whether private or professional) by the *Insured Person*.

Excluded Countries

North Korea. The up-to-date list of all the *Excluded Countries* can be found at the *Premier Assistance* website on the following page paysexclus.votreassistance.fr

Flight

Flight by scheduled airline in economy class.

Foreign/Abroad

Any country anywhere in the world **except for:**

- **the Excluded Countries,**
- **the Country of Residence of the Insured Person.**

France

France is understood to mean:

- ✓ **For the assistance services “Advance for hospital costs” (1.10) and “top-up reimbursement of medical costs” (1.11):** Metropolitan France (including Corsica), the principality of Monaco, Guadeloupe, Martinique, Guyana, Reunion, Mayotte, French Polynesia, St Pierre and Miquelon, Wallis and Futuna, St Martin (French part), St Barthelemy and New Caledonia.
- ✓ **For all other assistance services:** Metropolitan France (including Corsica), the principalities of Andorra and Monaco, Guadeloupe, Martinique, Guyana, Reunion, Mayotte, French Polynesia, St Pierre and Miquelon, Wallis and Futuna, St Martin (French part), St Barthelemy and New Caledonia.

Funeral Costs

First conservation costs, handling, placing in coffin, specific arrangements for transportation, conservation made compulsory by legislation, packaging and coffin costs (or the costs of an urn purchased by the family from its chosen funeral services provider), as required for transportation and compliance with local legislation, **excluding burial (or cremation), embalming and ceremony costs.**

Green Card

International automobile insurance card issued by the insurance company covering the *Vehicle* of the Card holder.

Hospitalisation

All stays in a public or private hospital, for an emergency procedure, which is unscheduled and cannot be postponed.

Illness

An alteration to a person's health, duly diagnosed by a qualified medical body necessitating medical treatment and which occurs suddenly and unforeseeably.

Insured Card / Card

Visa Premier card.

Insured Person(s) / Insured(s)

The holder of the *Insurance Card* and his/her *Spouse* as well as:

- their *Children*,
- their ascendants and descendants holding an invalidity card with a permanent disability of at least 80% (Art. L241-3 of social action and families code) living under the same roof as the holder of the *Insured Card*, under the terms of article 196 A bis of the General Tax Code (people holding a disability card as stipulated in article L241-3 of the social action and families code) and:
 - fiscally at their charge,
 - or
 - to who holder of the *Insured Card* or his or her *Spouse*, pays food allowances enabling the latter to benefit from an exemption in their payable tax,

whether they travel together or separately and whatever the method of transport;

- single grandchildren aged less than 25 years are covered only when they stay with their grandparent who is the holder of the *Insured Card* and exclusively for the duration of the trip, whatever the method of transport.

Kilometric Allowance

The distance, in kilometres, beyond which the assistance services are provided.

Distance is calculated from the *Insured Person's Residence* or usual place of work to the place of the *Covered Event*, based on the shortest route calculated by Via-Michelin or Googlemap.

No Kilometric Allowance is applied to Covered Events outside the Country of Residence.

Member of the Family

The spouse or partner, children, grandchildren, a brother or sister, father, mother, parents-in-law, grandparents of the *Insured Person*.

Pets

Cats and dogs **excluding any other animal**, as long as they are up to date for their mandatory vaccinations.

Residence

The principal and usual place of establishment of the *Insured Person* in his/her *Country of Residence*.

Spouse/Partner

Spouse, partner, civil partner (PACS), or recognised partner of the *Insured Card* and normally under his/her roof.

Proof of civil union (PACS) will be provided by an appropriate certificate and that of people living together by an appropriate certificate, or justification of the address in the names of the *Insured Persons*, drawn up prior to the request for service or, by default, a certificate swearing that the persons live together as a couple.

Train

By train (seat in 1st class, 1st class couchette or sleeping car).

Vehicle

Motor-powered tourist vehicle (car/motorcycle), duly insured, with Gross Kerb Weight (GKW) less than or equal to 3.5 tons.

Pocket bikes, quads, go-carts, buggies, registered for driving without a license, vehicles assigned to the commercial transport of people, vehicles used for deliveries (messenger services, home deliveries), taxis, ambulances, hire cars, courtesy cars, driving school cars, driver training vehicles, cars having a cubic capacity of less than 125 cc and hearses, are excluded.

CHAPTER 4 – PROOF REQUIRED TO PERFORM SERVICES

The *Insured Person* agrees to supply on the request of *Premier Assistance*:

- any document that it requests in order to prove his/her place of *Residence* and the length of their trip (photocopy of the passport showing the entry visa into the country, proof of residence);
- any document that justifies the status of the *Insured Person* (identity cards, marriage certificate, copy of tax form, as long as all the information has been blanked out except for the name, the address and the people living at the tax address);
- original receipts of expenses for which reimbursement is being claimed. **Any service that is not used shall not give rise to the payment of compensation;**
- when transport is organized and covered, the original unused travel tickets in the possession of the *Insured Person*.
The *Insured Person* reserves the right for *Premier Assistance* to use them and agrees to reimburse *Premier Assistance* with any amounts the *Insured Person* obtained as a refund.
- any other proof that is considered to be necessary to assess the entitlement to assistance services.

If the required justifying documents are not submitted, *Premier Assistance* will refuse to cover the assistance costs or re-invoice costs already paid out to the *Insured Person*.

The *Insured Person* also agrees to reimburse *Premier Assistance* for any amounts obtained as reimbursement.

CHAPTER 5 – PURPOSE OF THE ASSISTANCE SERVICES

The services of *Premier Assistance* are subject to obtaining the necessary approval from the competent authorities.

When the *Insured Person* calls on the *Premier Assistance* medical service, decisions regarding the nature, the appropriateness, and the way in which the measures to be taken are organised are the exclusive responsibility of *Premier Assistance*.

NOTE

The sums of the guarantee cover apply tax inclusive.

I - ILLNESS OR ACCIDENT CONCERNING INSURED PERSON

1.1 TRANSPORT / REPATRIATION

When an *Insured Person* on a trip falls ill or suffers from an *Accident*, the doctors from *Premier Assistance*:

- contact the local doctor who examined the *Insured Person* following the *Covered Event*,
- to gather any information required from the local doctor and if necessary from the family doctor of the *Insured Person*.

Premier Assistance organises and pays the cost for the *Insured Person* to return to their place of *Residence* or for transport to the hospital which is closest to the place of *Residence* and/or is the most suitable to provide the care required by the person's state of health.

When *Hospitalisation* was impossible near the place of *Residence* of the *Insured Person*, transfer to the nearest hospital is covered as soon as the state of health of the *Insured Person* so permits.

In this case, if the *Insured Person* wishes, *Premier Assistance* can then organise the return to his/her place of *Residence* as soon as his/her state of health permits.

IMPORTANT NOTE

Decisions are only taken in consideration of the medical interests of the *Insured Person* and are the exclusive responsibility of the *Premier Assistance* doctors in agreement with the local medical practitioners.

The *Insured Person's* repatriation is decided on and managed by medical staff who hold qualifications that are legally recognised in the country in which they usually practice their professional activity.

The *Insured Person's* medical interests and compliance with health regulations in force are the only matters taken into consideration when determining the transport, the selected means of transport to be used and the choice of the place of *Hospitalisation* if applicable.

If the *Insured Person* refuses to comply with the decisions taken by the *Premier Assistance* Medical Department, this discharges *Premier Assistance* of all liability in relation to the consequences of such an initiative and especially if the person returns by his/her own means or in the event of a deterioration of his/her state of health and the *Insured Person* loses all rights to services and compensation from *Premier Assistance*.

Moreover, under no circumstances can *Premier Assistance* carry out the role of local emergency services organisations, nor can the company pay the cost of expenses thus incurred.

When transport is organized and covered: *Premier Assistance* becomes the owner of the original unused tickets of the *Insured Person*.

1.2 RETURN OF INSURED ACCOMPANYING PERSONS

When an *Insured Person* is transported as part of the "Transport/Repatriation" service (article 1.1), *Premier Assistance* organizes and covers transport by *Train* or by *Flight* of the other *Insured Persons* travelling with him/her to the place of *Hospitalisation* or the place of *Residence* of the *Insured Person*, provided that the initial travel arrangements for their return trip cannot be used or modified.

1.3 PRESENCE AT BEDSIDE IN CASE OF HOSPITALISATION OF INSURED PERSON

When an *Insured Person* is hospitalised at the place of the *Covered Event* and no adult *Member of the Family* has accompanied the *Insured Person* on his/her trip, and the *Premier Assistance* doctors do not recommend Transport/repatriation (article 1.1) **before 10 days**, *Premier Assistance* organizes and covers round-trip traveling by *Train* or *Flight* of a person chosen by the *Insured Person* or by a *Member of the Family* enabling that person to go to the bedside.

No deductible for the length of *Hospitalisation* is applied in the following cases:

- the *Insured Person* is a *Child* less than 15 years of age,
- the *Insured Person* is in a condition deemed to be critical by the *Premier Assistance* doctors.

1.4 PAYMENT OF ACCOMMODATION COSTS

- As part of the service known as "Presence at bedside in case of *Hospitalisation* of the *Insured Person*", provided for in article 1.3, if an *Insured Person* is hospitalised at the location of the *Covered Event* and no adult *Member of the Family* has accompanied the *Insured Person* on his/her trip, and the *Premier Assistance* doctors do not recommend Transport/repatriation (article 1.1) **before 10 days**, *Premier Assistance* will cover, on presentation of justifying documents, the *Accommodation Costs* for the person chosen by the *Insured Person* or the person already at the bedside of the *Insured Person*, **for up to €125 per night, within the limits of 10 nights**.
- If, following an *Illness* or an *Accident*, an *Insured Person* is obliged to extend his/her stay for confirmed medical reasons, without *Hospitalisation* and after securing the agreement of the *Premier Assistance* doctor, *Premier Assistance* covers the additional *Accommodation Costs* **for up to €125 per night within the limits of 10 nights**.

1.5 COST OF EXTENDING ACCOMMODATION

If the *Insured Person* has been hospitalised **for 10 days**, and still cannot be transported as part of the "Transport/Repatriation" service (article 1.1), *Premier Assistance* will cover, as a supplement to the "Payment of *Accommodation Costs*" (article 1.4), the costs of supplementary accommodation for the person chosen by the *Insured Person* or the person already at the bedside of the *Insured Person*, **for up to the amount of €125 per night within the limit of 3 nights**.

1.6 RETURN TO THE COUNTRY OF RESIDENCE

When the *Insured Person* who resides outside *France* has been transported to a nearby country, under the "Transport/Repatriation" conditions provided for in article 1.1, *Premier Assistance* pays for an *Flight* or *Train* ticket to enable them to return to their *Country of Residence*, as soon as their health no longer requires them to be accompanied by a doctor or a nurse.

Premier Assistance also covers the cost of the *Train* or *Flight* ticket to the *Country of Residence* of the *Insured Persons* who initially accompanied him/her to this nearby country.

1.7 ACCOMPANIMENT OF CHILDREN UNDER 15 YEARS OLD

When an *Insured Person* becomes ill or has an *Accident* on a trip and has been transported or repatriated as part of the "Transport/Repatriation" service (article 1.1) and is unable to care for **Children aged less than 15 years** accompanying him/her and if there is no accompanying person capable of dealing with them, *Premier Assistance* will organize and cover the cost of a *Train* or *Flight* return ticket for one person chosen by the *Insured Person* or by a *Member of the Family* to accompany the return of the *Children* to their place of *Residence*.

Otherwise, *Premier Assistance* will appoint a hostess to accompany the *Children* to their place of *Residence*.

The costs of accommodation, food and drinks of the person selected to accompany the minor *Children* are payable by the *Insured Person*.

The *Children* are transported under the conditions of the "Return of *Insured* accompanying *Persons*" service (article 1.2).

1.8 CARE OF CHILDREN UNDER 15 YEARS OLD

When an *Insured Person* is transported as part of the "Transport/Repatriation" service (article 1.1) and the person cannot care for the *Children* aged less than 15 years, *Premier Assistance* **refunds up to €200 per day within a limit of 5 days** for the presence of a qualified person at the home of the *Insured Person*.

This reimbursement will be made exclusively on submittal of the original detailed invoice.

1.9 TRANSPORT OF PETS

If the *Insured Person* is ill or suffers from an *Accident* and is transported or repatriated as part of the "Transport/Repatriation" service (article 1.1) whereby he/her is unable to deal with the accompanying *Pet*, and if nobody accompanying the *Insured Person* is able to take care of the *Pet*, *Premier Assistance* organizes the transport of the *Pet* to the home of a loved one of the *Insured Person* or to a specialized structure in the *Country of Residence* of the *Insured Person*.

Costs incurred are payable by the *Insured Person*.

The implementation of this service depends on the transport, reception and accommodation conditions required by the contacted service providers and the legislation and sanitary rules in force in each of the countries (up to date vaccinations, deposit, etc.) and in particular those requiring quarantine periods.

For this service, the *Insured Person* or a person authorized by the *Insured Person* must first submit the vaccination book of the *Pet* to the service provider contacted by *Premier Assistance*.

1.10 ADVANCE FOR HOSPITAL COSTS

This service is provided:

- in all cases outside of *France* and outside the *Country of Residence of the Insured Person*,
- for the first 90 days of any private or business travelling *Abroad*.

IMPORTANT NOTE

- This service is provided only on the condition that and for as long as the doctors of *Premier Assistance* consider that the *Insured Person* cannot be transported, after receiving information from the local doctor.
- This service terminates on the day when the *Premier Assistance* medical service is capable of transporting the *Insured Person*, despite the decision of the *Insured Person* to stay on the spot.

Premier Assistance may advance the unforeseen *Hospitalisation* costs incurred up to an amount of **€155,000 per Insured Person and per Covered Event**, for the prescribed treatment as agreed with the *Premier Assistance* doctors.

Premier Assistance will, in this case, first send the *Insured Person* or *Member of his/her Family* or, when applicable, a Third Party, a form known as the "Request for advanced medical expenses" that the latter will sign and return to *Premier Assistance*.

The signatory agrees to reimburse *Premier Assistance* within 60 days from the transmission date of each invoice by the latter, independently of any reimbursement procedure undertaken by the *Insured Person* with health insurance bodies and any other providence or mutual cover body to which he or she contributes.

If payment is not made within 60 days after the transmission date of the invoice, *Premier Assistance* reserves the right to undertake all necessary recovery procedures regarding the *Insured Person*.

1.11 TOP-UP REIMBURSEMENT OF MEDICAL COSTS

This service is provided:

- in all cases outside of *France* and outside the *Country of Residence of the Insured Person*,
- for the first 90 days of any private or business travelling *Abroad*.

To benefit from these reimbursements, the *Insured Person* must be covered by a primary health insurance system or any other providence body, and undertake all the proceedings needed for the reimbursement of these expenses from its basic health insurance organisation, its mutual insurance body, and any other insurance or providence body.

Premier Assistance reimburses up to **€155,000 per Insured Person and per Guaranteed Event** for the total of the medical costs remaining payable by the *Insured Person* after the action of its basic social health insurance body, and of any other insurance or Providence body to which the *Insured Person* subscribes, less a deductible of **€50 per assistance file** and as long as the *Insured Person* supplies *Premier Assistance* with the original invoices of the medical costs and the original justifying documents of reimbursement from these bodies.

In the event that the organisations to which the *Insured Person* pays contributions do not bear the medical costs that have been incurred, *Premier Assistance* will refund the *Insured Person* up to **€155,000** subject to the *Insured Person* providing the original bills for medical costs and the confirmation by these organisations that they do not bear these costs.

Unforeseen medical costs opening an entitlement to top-up reimbursement:

- Medical costs,
- Costs of medicines prescribed by a doctor,
- Costs of an ambulance prescribed by a doctor to transport a patient to the nearest hospital, only if Social Security or any other health insurance organisation refuses to bear the cost,
- *Hospitalisation* costs,
- Dental emergency considered to be one by the *Premier Assistance* doctors, up to the amount of **€700 per Insured Person and per Covered Event, less a deductible of €50 per assistance file**.

1.12 TRANSMISSION OF URGENT MESSAGES

Following an *Accident, Illness*, or the death of the *Insured Person*, *Premier Assistance* can take responsibility to pass on urgent messages to the *Insured Person's* employer or family.

Any document resulting in a financial, civil, or commercial liability is passed on under the sole responsibility of its author.

1.13 REIMBURSEMENT OF TELEPHONE COSTS

In the sole case of a service being organized by *Premier Assistance* after an *Accident, Illness* or following the decease of an *Insured Person*, *Premier Assistance* refunds **up to €100 per Covered Event**, while the *Insured Person* remains liable for the telephone expenses corresponding only to calls to or from *Premier Assistance*.

This reimbursement will be made exclusively on submittal of the original detailed invoice of the telephone operator.

II - DECEASE OF THE INSURED PERSON

2.1 TRANSPORT OF BODY

If an *Insured Person* dies during travelling, *Premier Assistance* organizes and covers the transport of the body from the place of death to the funeral director's and the place of burying (or cremation) in the *Country of Residence*.

In addition, *Premier Assistance* contributes **up to the amount of €800**, to the *Funeral Costs*.

If an *Insured Person* dies during travelling outside of his/her *Country of Residence, Abroad*:

- In the event of burial (or cremation) in a different country from the place of death and the Country of Residence: *Premier Assistance* organizes and covers the cost of repatriation of the body **up to the costs that it is assumed the repatriation of the body to the place of Residence** would have incurred in the conditions stipulated above.
- In the event of burial (or cremation) on the spot: If the assigns of the *Insured Person* request it, *Premier Assistance* covers the cost of burial (or cremation) **up to the amount of €800**.

2.2 RETURN OF INSURED ACCOMPANYING PERSONS

Premier Assistance organizes and covers return by *Train* or *Flight* for other *Insured Persons* travelling with the deceased *Insured Person* so that they may attend the funeral service.

III – REPLACEMENT DRIVER

- For *Insured Persons* whose *Residence* is in metropolitan France or in the Principalities of Andorra or Monaco, this service is provided solely for trips in the countries mentioned on the *Green Card*, excluding French Overseas Departments and Regions (Guadeloupe, Martinique, Guyana, Reunion and Mayotte), Overseas Communities (French Polynesia, St. Pierre and Miquelon, Wallis and Futuna, St Martin (French part) and St Barthelemy) and New Caledonia.
- For *Insured Persons* whose *Residence* is in Guadeloupe, Martinique, Guyana, Reunion and Mayotte), Overseas Communities (French Polynesia, St. Pierre and Miquelon, Wallis and Futuna, St Martin (French part) and St Barthelemy) and New Caledonia this service is never provided.
- For the *Insured Persons* whose *Country of Residence* is outside France, this service is never provided.

In the event of the death of the *Insured Person* or if he/she is unable to drive their *Vehicle* and if the other passengers are unable to replace them, *Premier Assistance* will provide a driver to either bring the *Vehicle* back to the person's *Country of Residence*, or return it in the country where the *Insured Person* was travelling, by the most direct route.

Premier Assistance covers the costs of the journey (fuel, tolls, hotel and restaurant costs) and the pay of the driver. The driver acts in accordance with the regulations that apply to the profession.

If the *Insured Person's Vehicle* is **over 8 years old or has done more than 150,000 km or if its condition does not meet the standards specified in the French highway code or the legislation applicable in the Country of Residence**, *Premier Assistance* must be informed of this and therefore will reserve the right not to send a driver.

In this case, to replace the provision of a driver, *Premier Assistance* supplies and covers the cost of a return *Train* or *Flight* ticket for a person designated by the *Insured Person*, by a partner or by a *member of the Family*, to go and fetch the *Vehicle*.

IMPORTANT NOTE

***Premier Assistance* does not bear the costs of fuel, tolls, hotel and meals costs of the *Insured Person* and any passengers.**

IV - EARLY RETURN OF THE INSURED PERSON

When the *Insured Person* is travelling and learns of the unplanned *Hospitalisation* or death of a *Member of his/her Family*.

To enable the *Insured Person* to visit the *Member of his/her Family* in hospital, or to attend the funeral, *Premier Assistance* arranges and pays for travel by *Train* or *Flight* to the nearest station or airport to the place of *Hospitalisation* or the funeral under the following conditions:

- Return to the Country of Residence
 - either a one-way transport ticket for the *Insured Person* and another *Insured Person* of his/her choice or who was travelling with him/her.
 - or a return transport ticket for one of the *Insured Persons* with return within a maximum term of one month after the date of decease or of *Hospitalisation*.
- Return to another country than the Country of Residence, Abroad: payment is made up to the amount of transport costs that would have been incurred, on the assumption that the *Insured Person* returned to his/her place of *Residence* under the conditions stated above.

IMPORTANT NOTE

- The "Early Return of the *Insured Person*" service in the event of the *Hospitalisation* or death of a *Member of his/her Family* is only provided in the following circumstances:
 - the *Hospitalisation* lasts for more than 24 hours, out-patient or day patient hospitalisation not included,
 - the *Insured Person's* return as originally planned at the start of the trip is not due to take place in the 24 hours following the request for assistance.
- The *Insured Person* provides *Premier Assistance*, when requested to do so, with a *Hospitalisation* report or a death certificate and/or any document that proves the relationship with the *Member of the Family* concerned.

V - ASSISTANCE IN THE EVENT OF LEGAL PROCEEDINGS

These services are rendered:

- in all cases outside *France*,
- for the first 90 days of the *Insured Person's* trip *Abroad*.

The *Insured Person* is the subject of legal proceedings following an unintentional breach of the legislation of the country in which he/she is located. *Premier Assistance*:

- advances the bail bond when this is required by the local judicial authorities, up to an amount of €16,000 per *Insured Person* and per *Covered Event*,
- advances the cost of lawyer's fees up to an amount of €16,000, per *Insured Person* and per *Covered Event*,
- reimburses the real cost of lawyer's fees up to an amount of €3,100, per *Insured Person* and per *Covered Event*.

Premier Assistance grants these advances as long as the *Insured Person* agrees in writing to the debit of the corresponding amount from his/her bank account or, otherwise, as long as a third-party pays the corresponding amount beforehand to *Premier Assistance* by a bank transfer or bank's check as quickly as possible.

VI - HELP TO CONTINUE THE TRIP

6.1 ASSISTANCE WITH ADMINISTRATIVE ACTIONS

This assistance service is provided only *Abroad* for the first 90 days of the *Insured Person's* trip.

If the *Insured Person* loses or has stolen his/her identity papers (i.e. passport, national identity card or driving licence) while on a trip, *Premier Assistance* informs the *Insured Person* of the administrative actions to be taken with regard to the competent bodies and authorities to help him/her to make the statements of loss or theft and continue their trip or return to their *Country of Residence*. **At the request of the *Insured Person*, *Premier Assistance* assigns a qualified person on the spot to assist him/her with the administrative actions. The assignment costs and fees for this person are at the expense of the *Insured Person*.**

On the *Insured Person's* return to their *Country of Residence*, *Premier Assistance* is available to help the *Insured Person* by providing him/her with any information relating to the administrative steps required in order to replace his/her lost or stolen identity papers.

6.2 ADVANCE OF COSTS IN SITU

This assistance service is provided only *Abroad*, for the first 90 days of the *Insured Person's* stay.

If the *Insured Person*, loses or has stolen his/her transport documents and/or *Insured Card* while on a trip, *Premier Assistance* may, after the *Insured Person* has reported the loss or theft of the Card, provide an advance on expenses **of up to €2,000 per Covered Event**; to be able to pay the costs incurred or a balance to be paid (hotel, car rental, train, plane, etc.).

Premier Assistance grants these advances as long as the Insured Person agrees in writing to the debit of the corresponding amount from his/her bank account or, otherwise, as long as a third-party pays the corresponding amount beforehand to Premier Assistance by a bank transfer or bank's cheque as quickly as possible.

VII - SHIPPING OF OBJECTS ABROAD

These shipping services, organized by *Premier Assistance* come under the sanitary rules and the various legislations applicable by French and foreign customs.

Premier Assistance disclaims all responsibility:

- **for the nature and content of the articles transported, the *Insured Person* bearing sole responsibility in this respect,**
- **for the loss or theft of the articles, because of regulatory restrictions or reasons outside of its control (strike, acts of war, manufacturing delays or any other case of force majeure) which could delay or make it impossible to despatch the articles as well as the consequences arising therefrom.**

7.1 DELIVERY OF FILES

This assistance service is provided only *Abroad* for the first 90 days of the *Insured Person's* trip.

If the *Insured Person* whilst on a trip loses or suffers the theft of his/her files, *Premier Assistance* will undertake to collect a copy of the aforementioned files from the person specified by the *Insured Person*, **up to a weight limit of 5 kg**, and send them to the *Insured Person*. The latter must inform *Premier Assistance* of any formalities to be fulfilled for the export of these documents.

The costs of transport of files, customs duties, and other shipping expenses will be covered by the *Insured Person*.

7.2 DELIVERY OF MEDICINES

This assistance service is provided only *Abroad* for the first 90 days of the *Insured Person's* trip.

If certain medication, essential for current treatment is essential, prescribed by a doctor before the departure of the *Insured Person* is not available in the country where the *Insured Person* is staying, *Premier Assistance* will search for equivalent medication locally. If this is not possible, and after obtaining a copy of the prescription from the *Insured Person's* medical practitioner, *Premier Assistance* searches for them exclusively in *France* and makes the arrangements to despatch them. ***Premier Assistance covers the costs of shipping and re-invoices to the Insured Person the purchase cost of the medications and the customs duties. The Insured Person agrees to reimburse Premier Assistance on reception of the invoice.***

These deliveries are subject to the regulations and conditions imposed by *France* and the national regulations of each country regarding the import and export of medicines.

In all cases, the despatch of blood products or blood-derivative products is excluded as well as the despatch of products reserved for use in hospitals, and products requiring specific conservation measures, especially refrigeration, and more generally, products that are not available in pharmacies in *France*.

7.3 DELIVERY OF SPECTACLES, CONTACT LENSES AND HEARING AIDS

This assistance service is provided only *Abroad* for the first 90 days of the *Insured Person's* trip.

If the *Insured Person* is unable to obtain spectacles, corrective contact lenses or a hearing aid that he/she usually wears, as a result of their breakage or loss, *Premier Assistance* undertakes to send them by the most appropriate method.

The request for this service, made by the *Insured Person*, must be sent by fax, telex or registered letter and must state very precisely the full characteristics of the spectacles (lens type, frame), the contact lenses or the hearing aid.

Premier Assistance will contact the *Insured Person's* usual optician or hearing aid specialist to obtain the prescription. The price for making up the new spectacles, contact lenses or hearing aid is communicated to the *Insured Person* who must give his/her

agreement in writing and undertake to pay the invoice before the spectacles, contact lenses or hearing aid are despatched. Failing this, *Premier Assistance* cannot be required to perform the service.

Premier Assistance bears the delivery costs.

The costs for making up the spectacles, contact lenses or hearing aid and the customs duties are payable by the *Insured Person*.

VIII - INFORMATION BEFORE DEPARTURE

Premier Assistance informs the *Insured Person*, from Monday to Saturday, excluding holidays from 9 AM to 6:30 PM (metropolitan French time), about the following subjects:

- administrative procedures to be carried out before or during the trip (visas, tax discharge, etc.);
- travel conditions (transport options, airline timetables, etc.);
- local living conditions (temperature, climate, food, etc.);
- excluded countries by virtue of the Assistance Agreement.

Under no circumstances will the information that is communicated be confirmed in writing.

Information provided by *Premier Assistance* is provided exclusively by phone and is purely for reference purposes.

***Premier Assistance* cannot be held liable in the event of erroneous interpretation or use of the supplied information.**

CHAPTER 6 – EXCLUSIONS COMMON TO ALL ASSISTANCE SERVICES

In addition to the exclusions of the Assistance Agreement, and those appearing as necessary in the definitions, the following are always excluded:

1. costs incurred without the prior agreement of *Premier Assistance* or not expressly contained in this Information Notice, costs not supported by original documents;
2. events occurring in *Countries excluded from this cover* or outside the validity dates of the *Insured Card*;
3. the medically foreseeable consequences of pre-existing *Illnesses* and/or *Accidents*, diagnosed and/or treated and for which any of the following was provided during the six months that preceded the request for assistance:
 - a medical consultation or
 - a continuous stay in a hospital, a one-day hospital stay or outpatient treatment;
4. arrangements and payment for the transport referred to in paragraph 1.1 "Transport/Repatriation" for ailments or minor injuries which can be treated on the spot and do not prevent the *Insured Person* from continuing the trip;
5. requests for assistance in relation to a medically assisted conception or voluntary termination of pregnancy, as well as full-term delivery (as of 37 weeks of amenorrhoea) involving no pathology affecting either the mother and/or the new-born;
6. requests relating to reproduction or child-bearing as a surrogate for another person and its consequences;
7. expenses invoiced by local emergency care organisations;
8. medical, surgical and pharmaceutical costs incurred in the *Country of Residence* whether or not these result from an *Illness* or *Accident* that occurred outside the *Insured Person's Country of Residence*;
9. optician's costs (spectacles or contact lenses for example), cost for medical aids and prostheses (especially dentures);
10. costs relating to payment for pathologies of a non-emergency nature, cost of purchasing vaccines and having vaccinations, costs for medical examinations or treatment prescribed in the *Country of Residence*, costs of medical or paramedical services or the purchase of products which are not recognised as having a therapeutic nature under French legislation;
11. the consequences of incidents occurring during sports events, races or competitions (or their trials) of any kind whatsoever, subject to regulations in force for prior approval by public authorities, when the *Insured Person* is taking part in them as a competitor;
12. the consequences of an *Accident* that occurs when the *Insured Person* engages in any of the following activities:
 - bungee jumping and diving using a self-contained breathing apparatus, when these activities are not monitored by a certified professional;
 - any of the following sports or leisure activities, whether practiced individually or during a competition or other event organised by a sport federation: skeleton, bobsledding, ski jumping, off-trail skiing or other off-trail snow-gliding activity, mountain climbing above 3,000 m, rock climbing, spelunking, gliding including hang-gliding and para-gliding, skydiving and free-falling, and any sport or other activity that is engaged in with or from a motorised ultralight aircraft, as defined in the French civil aviation code;
13. travel undertaken for the purpose of diagnosis and/or treatment;
14. the consequences of civil or foreign war, countries with acknowledged political instability or affected by people's movements, riots, acts of terrorism, reprisals, restrictions on the free

movement of persons and goods, strikes, explosions, natural disasters, atomic or nuclear explosion, or any other case of *force majeure*;

15. the consequences:

- of infectious risk situations in an epidemic scenario,
- exposure to infectious biological agents, chemical agents of a combat gas type, incapacitating agents, radioactive agents or to neurotoxins or residual neurotoxic effects, requiring a quarantine period or specific preventive or monitoring measures or recommendations by the international health authorities or the local health authorities;

16. regarding natural and/or human pollution;

17. the consequences of the voluntary absorption by the *Insured Person* of a medicine, a drug or a narcotic substance among those listed in the French Public Health Code (*Code de la santé publique*) that was not medically prescribed, and/or of the *Insured Person's* consumption of alcohol;

18. the *Insured Person's* suicide or attempted suicide;

19. damage of any kind that is intentionally caused or provoked by the *Insured Person* or with his/her complicity, or which arises from the *Insured Person's* wilful misconduct or fraudulent fault of the *Insured Person* except in a case of self-defence or assistance to a person in danger;

20. thermal spa treatments, beauty treatments and their potential consequences, convalescent home stays, rehabilitation, physiotherapy, physical therapy, chiropractic care, medical check-up visits and associated expenses;

21. the consequences of an *Accident* incurred by the *Insured Person* during his/her professional activity or an activity that is associated with his/her professional activity, including training or an internship, for his/her stay.

EXCEPTIONAL CIRCUMSTANCES

Premier Assistance cannot be held liable for failure to perform services or in delays in performing assistance services:

- ✓ Following a case of *force majeure* or of events such as strikes, riots, known political instability, reprisals, embargoes, economic sanctions (summary of restrictive measures by country available on the website of the French Ministry of the Economy at <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), movements by the people, restrictions on the free circulation of property and people, sabotage, terrorism, civil or foreign war, consequences of the effects of a radioactivity source, natural disasters or any other fortuitous case;
Information is also provided for each country in the section entitled "Advice to travellers" of the website of the French Ministry of Foreign Affairs and International Development at <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays>
- ✓ In the event of delays and/or being unable to obtain administrative documents such as entry and exit visas, passports etc, required for the transport of the *Insured Person* within or outside the country where he/she is located or his/her entry into the country recommended by the doctors of *Premier Assistance* to be hospitalised there;
- ✓ In the event of recourse to local public services or organisations which *Premier Assistance* is required to call upon by virtue of local and/or international regulations.
- ✓ In the event of restrictions that are liable to be contested by companies transporting people (in particular airlines) for people suffering from certain pathologies, or for expectant mothers, restrictions applicable through to the beginning of transport and liable to be modified without further notice (and for airlines: medical examination, medical certificate etc.). Accordingly, the repatriation of these people will only be possible if the transport company offers no opposition to doing so, and, naturally, if there is no unfavourable medical opinion regarding the health of the *Insured Person* or of the child to be born.

CHAPTER 7 – LEGAL FRAMEWORK

COMPLAINTS HANDLING PROCEDURES

If an *Insured Person* is not satisfied with the handling of his/her claim, he/she must first of all inform their usual contact at *Premier Assistance* to allow them to understand the nature of the problem and seek solutions to it.

In the event of disagreement on the solutions proposed, the *Insured Person* may send a complaint by e-mail to the following electronic address:

reclamation@votreassistance.fr

(or by letter to:

AWP FRANCE SAS
Complaints Department
TSA 70002 – 93488 Saint-Ouen Cedex)

The *Insured Person* will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from receipt of the complaint, unless the response to the complaint has already been sent to him or her within that interval.

A response will be sent to the *Insured Person* within two (2) months after the date of receipt of the complaint, unless there are specific circumstances, of which Fragonard Assurances will inform him/her.

If the disagreement is not resolved after Fragonard Assurances has exhausted all internal means and procedures, the *Insured Person* may refer the matter to the independent ombudsman, which may be contacted at the following addresses:

La Médiation de l'Assurance
<http://www.mediation-assurance.org>

LMA
TSA 50110
75441 Paris Cedex 09.

As a member of the LMA, Fragonard Assurances provides a mediation procedure which *Insured Persons* and third parties may use for dispute settlement. This procedure is governed by the 10 rules of the Insurance Mediation Charter (*Charte de la Médiation de l'Assurance*).

REGULATORY AUTHORITY

Regulated by *l'Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance industry regulatory authority), 4 place de Budapest – CS 92459 - 75436 Paris Cedex 09 - www.acpr.banque-france.fr.

PROTECTION OF PERSONAL DATA

Data Controller

The processing of personal data shall be governed by the amended French Data Protection Act [loi "Informatique et Libertés"] of 6 January 1978 and Regulation (EU) 2016/679 concerning the protection of natural persons in respect of processing personal data and the free movement of such data, and by any associated regulation or instrument, as well as by any applicable act, regulation, regulatory requirements and codes of conduct covering data protection and any other legislation, regulation, rules and codes of conduct that transpose or replace the foregoing.

Under the terms of the Assistance Agreement, Fragonard Assurances is liable for processing the personal data of the *Insured*, such as defined by the laws and regulations governing data protection.

The Issuing Bank of the *Insured Card* is responsible for processing (i) the personal data relative to the subscription for the *Insured Card* that enables the *Insured* to benefit from the Assistance Services, as well as (ii) certain data concerning qualitative business intelligence services for which Visa Europe Limited acts as a subcontractor of the Issuing Banks under the regulations applicable to data protection.

Data collected

The different types of personal data are collected and processed in accordance with the following:

- data covering the identification of persons who are parties to, interested in or who intervene under the Assistance Agreement and
- any other data required to contract and/or execute the Assistance Agreement.

Within this framework, "sensitive personal data" in the context of the applicable regulations, and particularly data concerning the health of the *Insured*, may be collected and processed.

Data collection and processing

Personal data supplied by the *Insured* and such data received from third parties (such as from doctors, for instance) are collected and processed for a certain number of purposes and subject to the express permission of the *Insured*, unless the latter is not required by applicable laws and regulations, as indicated below:

Purposes	Is express consent necessary ?
<ul style="list-style-type: none"> Administration of the Assistance Agreement (e.g. execution of the contract, implementation of assistance services and claims processing, investigations and estimates necessary to determine the existence of the covered event and the amount of compensation to be paid or the type of assistance to be provided, etc.) 	<ul style="list-style-type: none"> Yes, if necessary. However, in cases where personal data must be processed as part of contract execution and/or processing of the claim, the explicit consent of the <i>Insured</i>, will not be requested.
<ul style="list-style-type: none"> In order to conduct quality checks on the services provided, in order to evaluate, and ideally improve, the <i>Insured's</i> level of satisfaction 	<ul style="list-style-type: none"> No. Fragonard Assurances has a legitimate interest in contacting the <i>Insured</i> after handling a claim or providing a service so that Fragonard Assurances can make sure that it has fulfilled its contractual obligations to the <i>Insured's</i> satisfaction. However, the <i>Insured</i> has the right to object to this by contacting Fragonard Assurances as indicated in section "Contact" below.
<ul style="list-style-type: none"> For debt recovery management 	<ul style="list-style-type: none"> No, if the processing of the <i>Insured's</i> data - even if this involves sensitive categories of personal data - proves necessary for the establishing, exercise or protection of rights in legal proceedings, which Fragonard Assurances may also invoke in respect of the <i>Insured's</i> legitimate interest.
<ul style="list-style-type: none"> Regarding the prevention and combating of fraud and money laundering and compliance with regulations applicable to economic sanctions, including, where applicable and as an example, the comparison of the <i>Insured's</i> information with that featuring in previous claims, or the verification of the current claim filing procedures. 	<ul style="list-style-type: none"> No. It is understood that the detection and prevention of fraud and money laundering and compliance with the regulations applicable to economic sanctions constitutes a legitimate interest of the Data Controller. Fragonard Assurances is therefore entitled to process the <i>Insured's</i> data for this purpose without having first obtained his/her consent.
<ul style="list-style-type: none"> Compliance with any legal obligation (e.g. those obligations derived from the laws related to insurance policies and insurance activities, regulations on tax, accounting and administrative obligations) 	<ul style="list-style-type: none"> No, insofar as these processing activities are specifically and legally authorised.
<ul style="list-style-type: none"> To produce statistical and qualitative analyses on the basis of compensation claim data and frequency 	<ul style="list-style-type: none"> If Fragonard Assurances carry out one of these processing activities, the personal data used will be rendered anonymous. Therefore, any such 'anonymous' data will no longer be considered as "personal" data and the <i>Insured's</i> consent will not be required.
<ul style="list-style-type: none"> For verification purposes, for Fragonard Assurances to comply with statutory obligations or internal procedures 	<ul style="list-style-type: none"> No. Fragonard Assurances may process the <i>Insured's</i> data in connection with internal or external audits, which may be required either by law or the own internal procedures of Fragonard Assurances. Fragonard Assurances will not request the <i>Insured's</i> consent for these processing activities if they are justified by virtue of the relevant regulations or in respect of the <i>Insured's</i> legitimate interest. However, Fragonard Assurances will make sure that only the personal data that is strictly necessary will be used and that it is processed in complete confidentiality. Internal audits are usually carried out by the parent company of Fragonard Assurances.

In respect of the purposes mentioned above, for which it is indicated that the explicit consent of the *Insured* is not required or in cases where Fragonard Assurances needs such personal data for contract subscription and/or for claim management purposes, personal data will be processed according to Fragonard Assurances's legitimate interests and/or in compliance with its legal obligations.

The personal data of the *Insured* will be required for any purchase of products and services. In the event the *Insured* does not wish to provide such data, Fragonard Assurances shall not be able to guarantee access to the products and services requested or those likely to be of interest to the *Insured* or even to extend offers adapted to their specific requirements.

Recipients of the data

Within the context of the purposes listed, the personal data of the *Insured* may be divulged to the following parties:

- Issuing Bank of the *Insured Card* in the framework of qualitative business intelligence, via its subcontractor, the Visa Europe Limited company,
- Public sector entities,
- Other companies in the group to which Fragonard Assurances belongs, as well as other insurers and reinsurers.
- Data processors, working under the responsibility of Fragonard Assurances: other group companies to which Fragonard Assurances (including AWP France SAS) belongs, subcontractors, technical consultants, experts, lawyers, claims experts, repairers, service providers, doctors and service companies delegated to handle Fragonard Assurances operations (claims, IT, postal services, document management).

Moreover, the personal data of the *Insured* may be shared in the following instances:

- in the event of an anticipated or actual reorganisation, merger, sale, joint venture, cession, transfer or other disposal of all or part of the business of Fragonard Assurances, of its assets or its holdings (notably under insolvency proceedings or other similar proceedings); and
- in order to comply with any legal obligation, including obligations resulting from decisions made by the ombudsman in the event the *Insured* submits a complaint concerning one of the products or services of Fragonard Assurances.

Data transfer

The personal data of the *Insured* may be processed as much inside as outside the European Union (EU) by the parties specified in the "Recipients of the data" section, and still subject to contractual restrictions in respect of confidentiality and security, in compliance with the laws and regulations applicable to data protection. Personal data are not divulged to parties unauthorized to process them.

Each transfer of personal data for purposes of processing them outside the EU by another company of the group to which Fragonard Assurances belongs will be made according to internal company rules, approved by the Regulatory Authority overseeing the group, establishing adequate data protection rules that are legally binding on all the group's companies. The *Insured* may learn about these internal company rules and the countries in question, outside of the EU, by contacting AWP France SAS as indicated in the "Contact" section. When the internal company rules are not applicable, measures shall be taken to guarantee that the personal data transfer outside of the EU is done with adequate protection, in the same way as if it were a transfer within the EU. The *Insured* may obtain information about the protective measures in place for these types of transfers (e.g. standard contractual clauses) by contacting AWP France SAS as indicated below.

Rights of the *Insured* in respect of their personal data

Where the laws or regulations in force permit, the *Insured* shall have the right to:

- access their personal data and to learn their origination, the objectives and purposes of processing such data, information concerning data controllers, data processors and recipients of the potentially divulged data;
- withdraw their consent at any time in the event such consent is required for processing their personal data;
- update or rectify their personal data to ensure they are always accurate;
- delete personal data from the systems if their conservation is no longer necessary for the purposes indicated above;
- restrict processing of their personal data under certain circumstances;
- oppose processing of their personal data in the data controller's departments or request that processing the said data should cease;
- obtain their personal data in electronic format for their own personal use or that of their new insurer; and
- submit a complaint to the competent data protection authority - *Commission Nationale de l'Informatique et des Libertés (CNIL)*.

The *Insured* may exercise these rights by contacting the data controller as indicated below.

The *Insured* is informed of the existence of the "Bloctel" telephone subscriber list to which they can add their name to stop cold calling: <https://conso.bloctel.fr>.

Moreover, the *Insured* have the possibility of giving directives regarding the conservation, deletion, and communication of their personal data following their demise.

Data conservation duration

The personal data of the *Insured* are kept for a period of two (2) years as of the date of the end of the Assistance Agreement or in compliance with the specific conditions listed below:

- In the event of a claim – two (2) years as of the settlement of the claim.
- In the event of a claim entailing bodily injuries – ten (10) years as of the claim.
- For any information concerning claims – two (2) years as of the receipt of the claim.
- For any information concerning the Assistance Agreement – two (2) years as of expiry, termination, or cancellation.

The specific durations may be applicable under tax and accounting obligations, in compliance with the regulations in force.

Personal data are kept no longer than necessary. They shall only be retained for those purposes for which they have been obtained.

Contact

For any question concerning the use of personal data as well as to exercise their rights, the *Insured* may contact AWP France SAS via an e-mail or regular mail:

AWP France SAS
Personal Data Protection Department
7 rue Dora Maar - 93400 Saint-Ouen
E-mail: informations-personnelles@votreassistance.fr

Under its risk control and anti-fraud policy, AWP France SAS reserves the right to conduct any verifications of the information and, if needed, to refer matters to the competent authorities under the legislation in force.

For any questions concerning the use of their personal data within the framework of their subscription to the *Insured Card* and of qualitative business intelligence and to exercise their rights, the *Insured* may contact the Issuing Bank whose details are available in the contract covering the *Insured Card*.

APPLICABLE LAW

The Assistance Agreement comes under French law. The Assistance Agreement is carried out in French.

SUMMARY TABLE OF ASSISTANCE SERVICES

The following table summarises the assistance services; their terms and conditions and application procedures are described above.

Assistance services	Country of Residence in France		Country of Residence outside France		Reference article
	Trip in the Country of Residence	Trip Abroad	Trip in the Country of Residence	Trip Abroad	
Transport / Repatriation	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.1
Return of <i>Insured</i> accompanying Persons	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.2
Presence at bedside in case of Hospitalisation of the <i>Insured Person</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.3
Payment of the Accommodation Costs	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.4
Costs of extending accommodation	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.5
Return to the Country of Residence	no	no	no	yes	1.6
Accompaniment of Children under 15 years old	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.7
Child care for Children under 15 years old	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.8
Transport of Pets	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.9
Advance for hospital costs	no	yes ⁽¹⁾	no	yes ^{(1) (2)}	1.10
Top-up reimbursement of medical costs	no	yes ⁽¹⁾	no	yes ^{(1) (2)}	1.11
Transmission of urgent messages	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.12
Reimbursement of telephone costs	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	1.13
Decease of the <i>Insured Person</i> - Transport of body	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	2.1
Decease of the <i>Insured Person</i> – Return of <i>Insured</i> accompanying Persons	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	2.2
Replacement driver	yes ^{(3) (4)}	yes ^{(1) (3) (4)}	no	no	3
Early return of the <i>Insured Person</i>	yes	yes ⁽¹⁾	no	yes ⁽¹⁾	4
Assistance in the event of legal proceedings: - Advance of bail bond - Advance of lawyer's fees - Reimbursement of lawyer's fees	no no no	yes ⁽¹⁾ yes ⁽¹⁾ yes ⁽¹⁾	no no no	yes ^{(1) (2)} yes ^{(1) (2)} yes ^{(1) (2)}	5 5 5
Assistance with administrative actions	no	yes ⁽¹⁾	no	yes ⁽¹⁾	6.1
Advance of costs in situ	no	yes ⁽¹⁾	no	yes ⁽¹⁾	6.2
Delivery of files	no	yes ⁽¹⁾	no	yes ⁽¹⁾	7.1
Delivery of medicines	no	yes ⁽¹⁾	no	yes ⁽¹⁾	7.2
Delivery of spectacles, contact lenses and hearing aids	no	yes ⁽¹⁾	no	yes ⁽¹⁾	7.3
Information before departure	yes	yes	yes	yes	8

(1) During the first 90 days of travel.

(2) **The service does not apply to travelling in France.**

(3) Solely for travelling in the countries mentioned on the *Green Card*, excluding French Overseas Departments and Regions (Guadeloupe, Martinique, Guyana, Reunion and Mayotte), Overseas Communities (French Polynesia, St. Pierre and Miquelon, Wallis and Futuna, St Martin (French part) and St Barthelemy) and New Caledonia.

(4) For the *Insured people* having a Residence in one of the French Overseas Departments and Regions (Guadeloupe, Martinique, Guyana, Reunion and Mayotte), Overseas Communities (French Polynesia, St Pierre and Miquelon, Wallis and Futuna, St Martin (French part) and St Barthelemy) and New Caledonia, this service is not available in any case.

Insurers

AXA FRANCE VIE

For the Death/Disability benefit

313, Terrasses de l'Arche 92727 NANTERRE Cedex,
Public limited company (SA) governed by the French
Insurance Code, with capital of €487,725,073
registered with the Nanterre Register of Business and
Companies under number 310 499 959

AXA FRANCE IARD

For all benefits other than the Death/Disability benefit
313, Terrasses de l'Arche 92727 NANTERRE,
Public limited company (SA) governed by the French
Insurance Code, with capital of €214,799,030,
registered with the Nanterre Register of Business and
Companies under number 722 057 460

Subscriber

VISA EUROPE LIMITED

Company established under English law whose
registered office is located at 1 Sheldon Square,
London W2 6TT, United Kingdom, registered under
number 5139966

Acting through its French branch

Located at 21 Boulevard de la Madeleine, 75001
Paris,

Registered with the Paris Register of Business and
Companies under number 509 930 699

VISA PREMIER CARD

Notice No. 7218090604

Insurance Information Notice

This Information Notice, constituting the General Terms and Conditions, is governed by the French Insurance Code and prepared in accordance with Article L112-2 of the French Insurance Code.

It describes the benefits, exclusions and obligations of the *Insurer* and the beneficiaries (hereinafter referred to as "the *Insured*") under the insurance policy taken out by Visa Europe Limited appointed by the Issuing Bank of the *Insured Card* in accordance with Article L112-1 of the French Insurance Code on behalf of the *Insured* person designated below.

For a better understanding of the insurance benefits, the words in *italics* are defined in this document.

CHAPTER 1 OVERVIEW OF THE BENEFITS

IMPORTANT

This is only a summary of the benefits, the limits and exclusions of which are defined in the following chapters.

- **Death/Disability benefit**
 - ✓ Up to €310,000 per *Family* and per happening for *Insured Accidents*.
 - ✓ Up to €46,000 in case of a *Travelling Accident* or an *Accident* occurring while travelling in a *Hire Vehicle* or a private vehicle.
- **Transport Delay benefit ¹**

Up to €400 including tax per delay for the costs incurred (meals, refreshments).
- **Baggage Delay benefit ¹**

Up to €400 including tax per delay for essential purchases (clothes, toiletries).
- **The Baggage Loss, Theft or Damage benefit**

Up to €800 including tax per *Baggage* in the event of loss, theft, or damage to *Baggage* entrusted to an Airline or to the SNCF.
- **Third Party Liability Abroad benefit**
 - ✓ Up to €1,525,000 including tax per *Happening* for the consequences of *Material Damage* or *Bodily Injury* caused to *Third Parties*.
 - ✓ Up to €10,000 including tax for the defence costs of the *Insured*.
- **Hire Vehicle benefit**

In the event of theft of or damage to a *Hire Vehicle*.

¹ In the event of a claim under the "Transport Delay" and "Baggage Delay" benefits, for the same happening, indemnification may not exceed a maximum amount of €400 including tax.

- **Travel Alteration or Cancellation benefit**
Up to **€5,000 including tax** per *Insured* and per calendar year in the event of an *Insured Change in Health* occurring prior to the departure of the *Insured Trip*.
- **Travel Curtailment benefit**
Up to **€5,000 including tax** per *Insured* and per calendar year in the event of an *Insured Change in Health* occurring during the *Insured Trip*.
- **Snow and Mountain benefit**
Costs of Search and Rescue and First Transportation, Medical Expenses in France, Ski Passes and Lessons, Breakage of personal skis and ski boots, Hire of *Ski Equipment*, Third Party Liability, Defence and Remedy.

CHAPTER 2 NOTIFICATION OF INSURED PERSONS

The Issuing Bank of the *Insured Card* undertakes to provide the holder of the *Insured Card* with this Information Notice defining the benefits and details of its commencement as well as the steps to be taken in the event of a *Claim*.

The Issuing Bank of the *Insured Card* has appointed Visa Europe Limited to execute and sign an insurance policy, the subject of this Information Notice, for the benefit of holders of the *Insured Card*, in accordance with the provisions of Article L.112-1 of the French Insurance Code. Proof that this Information Notice has been given to the holder of the *Insured Card* along with the information related to contractual amendments must be furnished by the Issuing Bank of the *Insured Card*.

In the event of any change to the terms and conditions or in the event of termination of the insurance policy, the Issuing Bank of the *Insured Card* shall inform the holder of the *Insured Card*, by any means it finds appropriate, under the conditions set forth in the general terms and conditions of the *Insured Card* contract signed with the Issuing Bank.

When an *Insured* would like further details about the terms and conditions of application of the insurance benefits, he or she may contact:

Website: www.visa-assurances.fr

A single telephone number is reserved for the holder (24/7 in France and abroad).

It appears on the back of his or her Visa card.

His or her bank adviser remains available for any clarifications.

CHAPTER 3 MISCELLANEOUS PROVISIONS

Commencement and termination of the benefits of the insurance policy

The *Insured* shall be covered by the benefits of this policy from the date of issue of the *Insured Card* and throughout its term of validity.

The benefits of this policy shall cease to be effective, for each *Insured*:

- in the event that the accreditation of the *Insurer* is fully withdrawn in accordance with Article L 326-12, paragraph 1 of the French Insurance Code,
- in any event, on the effective date of the termination of this policy if it is not renewed.

The non-renewal of this policy results in the termination of the benefits for each *Insured* person starting from the effective date of this termination.

The insurance policy on behalf of the client took effect on **1 January 2017 at 12:00 a.m. for an initial term of 3 years and was renewed with effect from 1 January 2020 for the same term.**

This insurance policy on behalf of the client information notice is effective from **1 January 2020 at 12:00 a.m.** These provisions apply to *Claims* with a date of occurrence after 1 January 2020 at 12:00 a.m.

In the event of inconsistency or discrepancy between the French version and the English version of this information Notice, the French language version shall prevail.

Managing Broker

CWI Distribution, registered with the ORIAS under number 07 002 871 (www.orias.fr), is the *Managing Broker* appointed by the *Insurer* to manage this policy. The *Managing Broker* is the *Insured's* special contact for any information concerning his or her insurance policy or events resulting therefrom.

Appraisal

Material damages are assessed by mutual agreement or, failing that, by a joint appraisal, subject to the respective rights of the parties. Each of the parties, i.e. the holder of the *Insured Card* and the *Insurer*, chooses an assessor. If these appointed assessors fail to agree, they shall appoint a third assessor. The three assessors proceed by mutual agreement and by majority vote. Should one of the parties fail to appoint an assessor, or should the two assessors fail to agree on the choice of the third, the appointment shall be made by the Commercial Court of Paris. This appointment shall take place upon simple application by the first party to take action no less than 15 days after giving the other party formal notice by means of a registered letter with acknowledgement of receipt.

Each party shall bear the costs and fees of its assessor and, if applicable, half of the third assessor's fees and appointment costs.

Subrogation or legal action against the parties liable for the Claim

For all the benefits, the *Insurer* is subrogated in all rights and actions, up to the indemnification paid, against any party liable for the loss.

Dual insurance

When reporting a *Claim*, the *Insured* is required to declare the existence of other insurance policies covering the same risks as this policy. When several insurance policies are legitimately held, each of them shall produce its effects within the limits of the benefits and in compliance with the provisions of the French Insurance Code.

Limitation by lapse of time

In accordance with the provisions of Article L.114-1 of the French Insurance Code, all actions arising from an insurance policy must be taken within a limit of two years from the date of the event giving rise thereto.

However, this time limit runs:

- in cases of non-disclosure, omission or false or inaccurate declaration on the risk involved, only from the day when the *Insurer* had knowledge of it;
- in the event of a *Claim*, only from the day when the interested parties had knowledge of it, if they can prove that they were unaware until then.

When the *Insured's* action against the *Insurer* is caused by the introduction of a third party, the time limitation runs only from the day when this third party initiated a court action against the *Insured* or was indemnified by the *Insured*.

The limitation by lapse of time is increased to ten years in insurance policies covering accidents harming persons when the beneficiaries are the successors of the deceased *Insured*.

In accordance with Article L.114-2 of the French Insurance Code, the limitation by lapse of time is interrupted by one of the ordinary causes of interruption of the limitation by lapse of time constituted by:

- any legal action, even in summary proceedings, or even brought before a court not having jurisdiction;
- any act of enforced execution, or any precautionary measure taken in application of the Code of civil enforcement procedures.
- any recognition by the *Insurer* of the right to benefit of the *Insured*, or any recognition of debt of the *Insured* towards the *Insurer*.

It is also interrupted by:

- the appointment of an assessor further to a *Claim*;
- the sending of a registered letter or electronic communication with acknowledgement of receipt sent by:
 - the *Insurer* to the *Insured* concerning the action for payment of the premium;
 - the *Insured* to the *Insurer* concerning the settlement of the indemnification.

In accordance with Article L.114-3 of the French Insurance Code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation by lapse of time or add to the causes for its suspension or interruption.

In addition, the limitation period is interrupted or suspended against one who is unable to act as a result of an impediment resulting from the law, the agreement or force majeure.

In the event of complaints

Without prejudice to the right to bring a legal action, if a disagreement persists after contacting his or her special contact CWI Distribution, **the *Insured* can call on:**

1) CWI's Complaints Department dedicated to processing complaints:

**CWI Distribution
Service Réclamation Carte Visa
CS 60569
13594 Aix en Provence Cedex 3**

2) If no solution to the dispute can be found with CWI Distribution's Complaints Department,

the *Insured* may contact:

- for the Death/Disability benefit: AXA France's Customer Relations Department: AXA Santé et Collectives - Direction Relations Clientèle - TSA 46 307 - 95901 CERGY PONTOISE CEDEX 9
- for the other benefits, the *Insurer's* Customer Relations Department: AXA - Direction des Partenariats IARD – Service Réclamations - 313 Terrasses de l'Arche - 92727 NANTERRE CEDEX

The situation will be examined thoroughly.

The timescales for handling the complaint are as follows: an acknowledgement of receipt will be sent to the *Insured* within 10 days, and the *Insured* will receive a response within 60 days (unless there are special circumstances that require a longer time to process, in which case the *Insured* will be notified).

3) If the disagreement persists, the *Insured* may appeal to the Insurance Mediator, an independent figure,

by contacting the association:

By email: www.mediation-assurance.org

By post: La Médiation de l'Assurance TSA 50110 – 75441 Paris Cedex 09

This recourse is free.

The Mediator will formulate an opinion within 90 days after receipt of the complete file. The Mediator's opinion is not binding, and leaves the *Insured* the possibility of bringing proceedings before the French Court having jurisdiction.

The procedures for processing complaints are described at www.visa-assurances.fr

For optimal complaint processing time, the *Insured* must respect the timing of each of the complaint processing steps indicated above.

Courts of competent jurisdiction

The policy is governed exclusively by French law. The language used during the term of the policy is French. Any dispute arising from the execution, breach, or interpretation of this policy shall be under the exclusive jurisdiction of the French courts.

Penalties in the event of false declaration

Any failure to declare all relevant facts and any deliberately false declaration, omission or inaccuracy shall be penalised, even if it has no influence on the *Claim*, as provided for in Articles L.113-8 and L.113-9 of the French Insurance Code.

Fight against money laundering and the financing of terrorism

In their capacity as financial organisations, the *Insurer* and the *Managing Broker* are subject to the legal obligations arising in particular from the French Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism.

In this regard, they utilise a process monitoring contracts that may lead to the drawing up of a declaration of suspicion or to measures to freeze assets in accordance with the single authorisation given by the French National Commission on Information Technology and Civil Liberties (CNIL) on 16 June 2011.

Personal data

In the context of the insurance policy, the *Managing Broker* and the *Insurer* will be joint data controllers with regard to the *Insured's* data.

The Bank Issuing the *Insured Card* is responsible for the processing (i) of personal data relating to the application for the *Insured Card* which allows the *Insured* to enjoy the insurance benefits as well as (ii) certain data relating to the qualitative watch services for which Visa Europe Limited acts as a subcontractor within the meaning of the applicable data protection laws.

The *Managing Broker*, the *Insurer* and the Issuing Bank undertake to comply with the legal obligations regarding the processing of personal data, in accordance with the Data Protection Act of 6 January 1978 and the General Data Protection Regulation (GDPR) and any related regulations or instruments, as well as any other applicable laws, regulations, regulatory requirements and codes of conduct regarding data protection or any other laws, regulations, rules and codes of conduct that transpose or replace the foregoing.

The information provided by the *Insured* is mandatory, and in the event of false declarations or omissions, the consequences for the *Insured* may be the nullity of the policy (Article L 113-8 of the French Insurance Code) or reduction of the indemnification (Article L 113-9 of the French Insurance Code).

The personal data will be used by the *Managing Broker* for the daily management of the insurance policy and its benefits while the *Insurer* will access it only occasionally to assist the *Insured* on certain specific *Claims*.

In addition to the day-to-day management of the policy, personal data may be used for the following purposes:

- (i) To manage the risks of supplementary health insurance, supplementary pension, civil liability and in the management of annuities.
- (ii) To fulfil the regulatory obligations in accordance with Article L. 561-1 et seq. of the French Monetary and Financial Code and as part of an anti-insurance fraud processing.
- (iii) To manage a dispute.
- (iv) To improve the monitoring and quality of services, and for staff training (in particular by recording telephone conversations with the *Managing Broker's* services).
- (v) For research and development to improve the quality or pertinence of their future insurance products and services (including analysis and comparison with those of chosen partners, to improve the products offered, to evaluate or predict the *Insured's* situation, or to customise the *Insured's* experience).
- (vi) For qualitative monitoring (questionnaires, polls and surveys concerning insurance services).

The personal data of the *Insured* will be kept for the length of time necessary for these purposes, or for the duration specifically provided for in the guidelines of the regulatory authority or the law (legal requirements).

For the qualitative monitoring, the *Insured's* data will only be communicated to the Issuing Bank of the *Insured Card*, via its subcontractor Visa Europe Limited. For other purposes, the data of the *Insured* will only be communicated to companies in the group of the *Insurer*, of the *Managing Broker*, the reinsurers, and authorised professional bodies who need access to them for carrying out these purposes. The *Managing Broker*, the *Insurer* and the Issuing Bank may use subcontractors to conduct specific processing activities.

For those recipients located outside the European Union, such assignment is limited (i) to the countries listed by the European Commission as sufficiently protecting the data (ii) to recipients observing either the standard contractual clauses proposed by the European Commission, i.e., the binding corporate rules (BCR) or (iii) companies that are members of the "Privacy Shield" agreement (United States).

The *Managing Broker*, the *Insurer* and the Issuing Bank undertake to comply with the obligations concerning security measures in accordance with the applicable data protection regulations.

The *Managing Broker* and *Insurer* are legally obliged to check that the *Insured's* data are correct, complete and, where required, kept up to date. They may therefore ask the *Insured* in order to check, or supplement the file (for example by recording an email address for the *Insured*).

The *Insured* may request access to his or her data, or request its correction, removal or portability; give instructions about what is to happen to it after his or her death; choose to restrict its use or object to its processing. If he or she has given specific express authorisation for the use of some of his or her data, this can be withdrawn at any time, provided that this information has no bearing on the application of the policy and there are no regulatory obligations to keep it.

To exercise his or her rights, the *Insured* must write to the *Managing Broker*: CWI Distribution - à l'attention du Délégué à la Protection des Données - Service Visa – Département Gestion, CS 60569 – 13594 Aix en Provence Cedex 3.

To exercise his or her rights concerning the processing of data linked to subscription to the *Insured Card* or to the qualitative monitoring, the *Insured* must write to the Issuing Bank, whose contact details are given in the General Terms and Conditions of the *Insured Card* contract signed with the Issuing Bank.

In the case of any complaint, the *Insured* can choose to refer the matter to the French Data Protection Agency (CNIL).

Commission de Contrôle (Control Commission)

The *Insurer* is a company governed by the French Insurance Code and is therefore subject to the French Prudential Supervision and Resolution Authority: Autorité de Contrôle Prudentiel et de Résolution (ACPR) – Insurance Sector, located at 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09.

Commitment of the Insurer

The *Insured* is exclusively covered for the amount linked to the cover of his or her *Insured Card*. If the holder of the *Insured Card* holds other cards from the Visa Card range, the *Insured* is only covered by the insurance linked to the *Insured Card* and may not accumulate such coverage with benefits provided by other notices under the policies taken out by the Visa Europe Limited Subscriber.

CHAPTER 4 GENERAL DEFINITIONS

For a better understanding of the insurance benefits, you will find below the definitions of the terms printed in *italics* in this Information Notice and applicable to all of the benefits.

Each benefit description may include specific definitions.

Accident

Any sudden action external to the victim causing damage or bodily injury. **It is specified that the sudden occurrence of an illness shall not be considered an *Accident*.**

Insured

The following persons are considered *Insured*, whether they travel together or separately during the *Insured Trip*:

The holder of the *Insured Card*, referred to in this Information Notice by the pronoun "you", and his or her spouse or common-law partner* living under the same roof and able to provide proof thereof.

- Their unmarried children under the age of 25 and dependent thereon for tax purposes and, where applicable, their children born while this insurance policy is in force.
- Their adopted, unmarried children under the age of 25 and dependent for tax purposes, as of the date of registration of the probate of adoption on the French Register of births, marriages, and deaths.
- Children under age 25 of the holder of the *Insured Card* or of his or her spouse or common-law partner, from a previous union and who are dependent on one of their two parents for tax purposes.
- Their ascendants and descendants holding a disability card with a permanent disability rate of at least 80% (Art L.241-3 of the French Social Action and Family Code), living under the same roof as the holder of the *Insured Card* according to the terms of Article 196 A bis of the French General Tax Code and:
 - Dependent for tax purposes.
 - or
 - To whom are paid, by the holder of the *Insured Card*, his or her spouse, or his or her common-law partner, support allowing them to take a deduction on their income tax return.

The following persons are considered *Insured* only when they are staying with their grandparent holding the *Insured Card* and exclusively for the duration of the trip with their grandparent:

- Unmarried grandchildren under the age of 25

* Proof of the civil union contract (PACS) shall be furnished by a PACS certificate, and proof of the common-law partnership shall be furnished by a cohabitation contract or, failing this, a sworn statement of common-law marriage accompanied by proof of residence in the names of the *Insured* parties, issued prior to the date of the *Claim*.

Insurer

AXA FRANCE IARD, for all benefits other than the Death/Disability benefit, and AXA FRANCE VIE, for the Death/Disability benefit, Insurance Companies hereinafter referred to by the pronoun "we".

Insured Card

Visa Premier Card

Excess

Amount remaining payable by you following the occurrence of an event leading to payment of indemnification by us.

Civil War

Civil War means the opposition, whether or not declared, or any other warlike or armed activity of two or more parties belonging to a same State and involving opponents of different ethnic groups, religion or ideology. The following shall be considered *Civil War*: an armed rebellion, a revolution, a revolt, an insurrection, a coup d'état, the consequences of martial law or of the closure of a border ordered by a government or local authorities.

Foreign War

Foreign War means war, whether declared or not, or any other warlike activity, including the use of military force by any sovereign nation for economic, geographic, nationalist, political, racial, religious or other purposes. The following shall also be considered *Foreign War*: an invasion, insurrection, revolution, the use of military power or the usurpation of government or military power.

Means of Public Transport

Means of mass passenger transport (by land, sea, river, or air) authorised to carry passengers for a fee with a transport licence.

Primary Residence

Dwelling where the *Insured* ordinarily and effectively resides with his or her family, and declared to the tax authorities as being his or her *Primary Residence*.

Claim

The occurrence of a happening of such nature that it results in the application of one of the benefits of the present insurance policy. The date of the *Claim* is the date of occurrence of the harmful event, i.e. the event that constitutes the trigger event for the damage. For the Travel Alteration/Cancellation and Travel Curtailment benefits, the date of the *Claim* is the date when the *Insured Trip* was altered, cancelled or curtailed.

Biological Substances

Any pathogenic micro-organism (producing disease) and/or biologically produced toxin (including genetically modified organisms and chemically synthesised toxins) capable of causing illness, disability, or death in humans or animals.

Chemical Substances

Any solid, liquid or gas which, depending on the use made thereof, is capable of causing illness, disability or death in humans or animals.

Nuclear Substances

Any elements, particles, atoms, or substances that, by emission, discharge, dispersion, release, or escape of radioactive materials, emit a level of radiation by ionisation, fission, fusion, rupture, or stabilisation.

Territoriality

The benefits of this policy shall apply to the *Insured*, for the whole world, during an *Insured Trip*, **unless otherwise stipulated in the description of the benefits (see Chapter 8 Overview of the Territoriality of Benefits).**

Hire Vehicle

Any motorised land vehicle with four wheels and a registration number, in the private passenger or light-duty vehicle class, hired from a company specialising in car hires and charged fully or partially to the *Insured Card* prior to the occurrence of the *Claim*.

Companies offering vehicle hire services between private individuals are not considered to be companies specialising in vehicle hire.

Insured Trip

Any travel or stay for a maximum duration of 180 consecutive days and at a distance of more than 100 km from the *Insured's Primary Residence* or usual place of work.

The travel or stay must be fully or partially paid for using the *Insured Card* and prior to the date of occurrence of the *Claim*.

In the event of a *Claim*, it is the responsibility of the *Insured* to provide proof that the *Insured Trip* was paid for using the *Insured Card*.

CHAPTER 5 EXCLUSIONS COMMON TO ALL BENEFITS

This policy does not cover damages resulting from:

- ♦ Losses or damage resulting from an intentional or fraudulent fault of the *Insured*.
- ♦ Lack of uncertainty.
- ♦ Pursuant to Article L121-8 of the French Insurance Code, consequences and/or happenings, resulting from *Civil War* or *Foreign War*, riots or civil commotion.
- ♦ The *Insured's* participation in brawls, crimes, bets or uprisings, except for legitimate self-defence, accomplishing a professional duty, or assisting a person in danger.
- ♦ Any *Claim* or any direct or indirect effect and/or consequence caused by any contact with and/or contamination by nuclear, biological, or chemical substances.
- ♦ The *Insured's* suicide or attempted suicide.
- ♦ Damage due to the direct or indirect effects of explosions, emission of heat or radiation caused by the transmutation of atomic cores and radioactivity as well as damage due to the effects of radiation caused by the artificial acceleration of particles.

CHAPTER 6 DESCRIPTION OF THE BENEFITS

DEATH/DISABILITY BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Insured Accident

An *Accident* in which the *Insured* is involved during an *Insured Trip* when travelling as a simple passenger on a *Means of Public Transport* with a transport document fully or partially paid for using the *Insured Card*.

Accidents are also insured when they occur when travelling by the most direct route to and from an airport, a railway station, or a terminal from the place of residence, the usual place of work, or the place where the *Insured* is staying and vice versa:

- As a passenger on a *Means of Public Transport*.
- As a passenger or driver of a private vehicle.
- As a passenger or driver of a *Hire Vehicle* provided that such hire was fully or partially paid for using the *Insured Card*.

Travelling Accident

Any *Accident* occurring when travelling as a passenger on a *Means of Public Transport* provided that the transport document was fully or partially paid for using the *Insured Card*, without any minimum distance requirement.

Beneficiary

- In the event of accidental death of the holder of the *Insured Card*:
 - Any person designated by him or her by means of a registered letter with acknowledgement of receipt sent to CWI Distribution.

At any time, you may change the designated *Beneficiary(ies)*. Any change or new notification of a *Beneficiary* will be effective as of the date on which you send your registered letter with acknowledgement of receipt to CWI Distribution, as attested by the postmark date.

In the event of death of the named *Beneficiary* and in the absence of any new notification of a *Beneficiary* before the amounts due become payable, such amounts are paid in the order set out below:

- ✓ To the surviving spouse of the *Insured*, provided that he or she is neither divorced nor separated, or to his or her common-law partner.
 - ✓ Failing this, to the legitimate, legally recognised, or adopted children of the *Insured*, either living or represented, in equal shares.
 - ✓ Failing this, to the grandchildren of the *Insured* in equal shares.
 - ✓ Failing this, to the mother and father of the *Insured* in equal shares.
 - ✓ Failing this, to the brothers and sisters of the *Insured* in equal shares.
 - ✓ Failing this, to the heirs of the *Insured*.
- In the event of accidental death of another *Insured* and/or the holder of the *Insured Card* without any specifically named *Beneficiary*, the amounts to be paid in the event of accidental death of the *Insured* shall be paid in the order indicated above.
 - In the event of Total Permanent Disability or Partial Permanent Disability:
 - ✓ The *Insured*, unless in one of the cases of invalidity provided for by Article 489 of the French Civil Code. The amount payable will then be paid to the legal representative of the *Insured*.

Family

All persons having the capacity of *Insured*.

Partial Permanent Disability

- *Loss of an arm.*
- *Loss of a leg.*
- *Total loss of sight in one eye.*

Total Permanent Disability

- *Loss of both arms* or *Loss of both legs*.
- *Loss of one arm* and *Loss of one leg*.
- *Total loss of sight in both eyes*.
- *Total loss of sight in one eye* and *Loss of one arm* or *Loss of one leg*.
- *Total Permanent Disability*

Total Permanent Disability

The inability to exercise one's profession or do any paid work and requiring the presence of a third person on a full-time basis to accomplish everyday tasks as defined by the French Social Security (Article L.341-4 of the Code de la Sécurité Sociale [French Social Security Code] 3rd category).

Loss of an arm

Amputation of the limb from the wrist or the total and permanent loss of use of the limb.

Loss of a leg

Amputation of the limb from the ankle or the total and permanent loss of use of the limb.

Total loss of sight in both eyes

When the *Insured* is classified by French Social Security as a disabled person in the 3rd category.

Total loss of sight in one eye

Loss of an eye means the permanent reduction of sight to at least 3/60 on the Snellen scale.

ARTICLE 2 – INSURING CLAUSE

We will pay to the *Beneficiary* the amounts of compensation listed below:

- In the event of accidental death or *Total Permanent Disability*:
 - ✓ In the event of an *Insured Accident* as a simple passenger of a *Means of Public Transport*: €310,000
 - ✓ In the event of a *Travelling Accident* as defined above: €46,000
 - ✓ In the event of an *Accident* during an *Insured Trip* in a *Hire Vehicle* or a private vehicle: €46,000
- In the event of *Partial Permanent Disability*:
 - ✓ In the event of an *Insured Accident* as a simple passenger of a *Means of Public Transport*: €155,000
 - ✓ In the event of a *Travelling Accident* as defined above: €23,000
 - ✓ In the event of an *Accident* during an *Insured Trip* in a *Hire Vehicle* or a private vehicle: €23,000

ARTICLE 3 – LIMIT OF OUR COMMITMENT

Regardless of the number of *Insured Cards* used for the payment:

- In the event of an *Insured Accident*, the limit of our commitment is set at €310,000 per *Claim* and per *Family*, whatever the number of *Insured* persons.
- In the event of a *Travelling Accident*, the limit of our commitment is set at €46,000 per *Claim* and per *Insured* up to a limit of €310,000 per *Family*, regardless of the number of *Insured* persons.
- In the event of an *Accident* during an *Insured Trip* in a *Hire Vehicle* or a private vehicle, the limit of our commitment is set at €46,000 per *Claim* and per *Insured*.

No Accident shall grant entitlement to payment of both the accidental death benefit and the *Total Permanent Disability* or the *Partial Permanent Disability* benefit. However, in the event of death of the *Insured* within 2 years as a result of the same *Accident* after receiving indemnification for *Total Permanent Disability* or *Partial Permanent Disability*, we shall pay the amount due in the event of accidental death to the *Beneficiary* after deduction of the indemnification already paid for the *Total Permanent Disability* or the *Partial Permanent Disability*.

ARTICLE 4 – COMMENCEMENT, TERMINATION, AND TERM OF THE BENEFIT

Commencement of the benefit

The benefit shall be effective:

- From the moment the *Insured* leaves his or her place of residence or his or her usual place of work to travel, provided that the transport document was fully or partially paid for using the *Insured Card*.
- When hiring a vehicle, on the day and at the time of hiring the vehicle to set out on an *Insured Trip* and provided that such hire was fully or partially paid for using the *Insured Card*.

Termination of the benefit

The benefit shall cease to be effective:

- On the day and at the time the *Insured* returns to the first of either his or her place of residence or his or her usual place of work.
- When hiring a vehicle, upon returning the hired vehicle.

ARTICLE 5 – EXCLUSIONS FROM THE DEATH/DISABILITY BENEFIT

In addition to the exclusions common to all benefits (Chapter 5), the Death/Disability Benefit does not cover bodily harm resulting from injuries caused directly or indirectly, in whole or in part by:

- ♦ **Bacterial infections** except for pyogenic infections resulting from an accidental cut or injury.
- ♦ **Illness, heart attack, or ruptured aneurysm.**
- ♦ **Medical interventions or surgery** unless they result from an *Insured Accident*.
- ♦ **Military activity (military time, military operations).**
- ♦ **Accidents** caused by the use of non-prescribed drugs and medication and **Accidents** caused by an alcoholic state characterised by a rate of pure alcohol in the blood greater than or equal to the rate set by the French road traffic law in force on the date of the **Accident**.

TRANSPORT DELAY BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Scheduled Flight

Scheduled commercial flight whose schedules are published by the Airline.

Charter Flight

Flight chartered by a tourist organisation or an Airline for a non-scheduled service.

ARTICLE 2 – INSURING CLAUSE

2.1 Delayed Flight

As part of an *Insured Trip*, we reimburse up to the limit of **€400 including tax** per delay, regardless of the number of *Insured* persons:

- Expenses incurred by the *Insured* whilst awaiting the delayed flight, for which the ticket had been fully or partially paid for using the *Insured Card* before the start of the *Insured Trip*, for meals, refreshments, hotel costs, costs of return transfers to and from the airport or terminal.
- Expenses incurred to change or re-purchase a ticket, in the event that the late arrival of the flight, fully or partially paid for using the *Insured Card*, on which the *Insured* was travelling prevents him or her from taking the means of transport (plane, train, boat, bus) in order to reach his or her final destination, for which the ticket had been fully or partially paid for using the *Insured Card* before the start of the *Insured Trip*.

This benefit is granted only in the following cases and, for *Charter Flights*, only those departing one of the countries of the European Union:

- **Flight delay** of more than 4 hours of the *Scheduled Flight* or more than 6 hours of the *Charter Flight*.
- **Cancellation of a flight** that the *Insured* had booked, or **overbooking** that prevents him or her from boarding the flight that he or she had booked or another flight within 4 hours if it was a *Scheduled Flight* or within 6 hours if it was a *Charter Flight*, relative to the initial departure time indicated on the *Insured's* transport document.
- **Connecting flight**: flight delay of more than 4 hours of the *Scheduled Flight* or more than 6 hours of the *Charter Flight* on which the *Insured* was travelling, preventing him or her from taking a connecting flight within 4 hours after arrival if the *Insured* travelled on a *Scheduled Flight* or within 6 hours if the *Insured* was travelling on a *Charter Flight*.
- **Delay of more than one hour, relative to the posted arrival time, of a Means of Public Transport used to travel to the airport**, preventing the *Insured* from boarding the flight that he or she had booked or boarding another flight within 4 hours following arrival if the *Insured* travelled on a *Scheduled Flight*, or within 6 hours if the *Insured* was travelling on a *Charter Flight*.

IMPORTANT BENEFIT CONDITION

- The flight delay of more than 4 hours of the *Scheduled Flight* or more than 6 hours on a *Charter Flight* is assessed in relation to the initial departure time indicated on the *Insured's* transport document.
- The benefit applies provided that the flight confirmation formalities were completed within the time required by the organiser of the *Insured Trip*.
- The departure times, connecting flights, and destinations are those appearing on the *Insured's* ticket.

INFORMATION

- European Community regulation 261/2004, effective as of 17 February 2005, establishes rules concerning indemnification and assistance in the event of denied boarding, cancellation, or significant delay of a flight. We therefore suggest that you contact the transporter to assert your rights.

2.2 SNCF train delay

As part of an *Insured Trip*, we reimburse up to the limit of **€ 400 including tax** per delay, regardless of the number of *Insured* persons:

- Expenses incurred by the *Insured* whilst awaiting the delayed train, for which the ticket had been fully or partially paid using the *Insured Card* before the start of the *Insured Trip*, for meals, refreshments, hotel costs, costs of return transfers to and from the railway station.
- Expenses incurred to change or re-purchase a ticket, in the event that the late arrival of the SNCF train, fully or partially paid for using the *Insured Card*, on which the *Insured* was travelling prevents him or her from taking the means of transport (plane, train, boat, bus) in order to reach his or her final destination, for which the ticket had been fully or partially paid using the *Insured Card* before the start of the *Insured Trip*.

This benefit is granted in the following cases only:

- Delay of more than 4 hours of the SNCF train that the *Insured* had booked in relation to the initial departure time indicated on his or her transport document.
- Cancellation of the SNCF train that the *Insured* had booked, preventing the *Insured* from taking another train within 4 hours in relation to the initial departure time indicated on his or her transport document.

IMPORTANT

Only the timetables published by SNCF will be taken into consideration.

ARTICLE 3 – MAXIMUM COMMITMENT AND LIMITATIONS

Our maximum commitment is set at **€400 including tax** per delay, on the understanding that the amount refunded under the “Transport Delay” benefit shall be deducted from the amount refunded by us under the “Baggage Delay” benefit and vice versa.

ARTICLE 4 – EXCLUSIONS FROM THE TRANSPORT DELAY BENEFIT

In addition to the exclusions common to all benefits (Chapter 5), no reimbursement will be due:

- ♦ If the delay is due to a war about which the *Insured* had knowledge.
- ♦ In the event of temporary or permanent withdrawal of an aircraft or stoppage of a flight or a train ordered by the airport authorities, the civil aviation authorities, or anybody with authority over the airlines and railway companies, which was announced more than 24 hours before the departure date of the *Insured Trip* indicated on the *Insured's* transport document.
- ♦ If a similar means of transport is made available to the *Insured* by the airline within 4 hours (if the *Insured* travelled on a *Scheduled Flight*) or within 6 hours (if the *Insured* travelled on a *Charter Flight*) following the initial departure time (or arrival time in the event of a connecting flight) of the flight or train booked and confirmed by the *Insured*.

BAGGAGE DELAY BENEFIT

The definitions of terms in *italics* can be found in chapter 4: GENERAL DEFINITIONS

ARTICLE 1 – INSURING CLAUSE

As part of an *Insured Trip*, we shall reimburse for emergency purchases of basic necessities, such as clothes or toiletries that were in the delayed baggage, up to the limit of **€400 including tax per delay**, regardless of the number of *Insured* persons. This benefit concerns baggage duly checked in and placed under the responsibility of the Airline or the SNCF and arriving more than 4 hours after the time of arrival of the *Insured* at the airport or railway station of the final destination.

IMPORTANT BENEFIT CONDITION

- Only the timetables published by SNCF will be taken into consideration.
- For the benefit to apply, as soon as the *Insured* has knowledge that his or her baggage is delayed, he or she must report such delay to the competent and authorised Airline or SNCF employee.
- The *Insured* must obtain the delayed baggage remittance slip from the SNCF, the Airline, or the service provider in question.

ARTICLE 2 – MAXIMUM COMMITMENT AND LIMITATIONS

Our maximum commitment is set at **€400 including tax per delay**, on the understanding that the amount refunded under the “Baggage Delay” benefit shall be deducted from the amount refunded by us under the “Transport Delay” benefit and vice versa.

ARTICLE 3 – COMMENCEMENT, TERMINATION, AND TERM OF THE BENEFIT

This benefit shall take effect starting from the delay of more than 4 hours in relation to the arrival time of the *Insured* at the airport or the railway station and ends on the date of the return from the *Insured Trip* to the airport or railway station. **Purchases of basic necessities made before the expiry of the 4-hour delay period will not be covered.**

ARTICLE 4 – EXCLUSIONS FROM THE BAGGAGE DELAY BENEFIT

In addition to the exclusions common to all benefits (Chapter 5), no reimbursement will be due:

- ♦ In the event that the *Insured's* baggage is confiscated or requisitioned by customs or government authorities.
- ♦ For basic necessities purchased after the baggage has been delivered by the transport company or purchased more than four days after the time of arrival of the *Insured* at the destination airport or railway station if he or she is still not in possession of his or her *Baggage*.

BAGGAGE LOSS, THEFT, OR DAMAGE BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Baggage

Suitcases, trunks, travel bags, and their contents, provided that such content consists solely of clothes, personal items, belongings and *Valuables* taken on or purchased during the *Insured Trip*.

Valuables

Items with a unit purchase value greater than or equal to €250 including tax.

Reimbursement Value

During the first year from the date of purchase, the reimbursed amount will be equal to the purchase value of the *Baggage* or the *Valuable*. The following year, the amount of the reimbursement will be calculated on the basis of 75% of the purchase price.

For subsequent years, the value will be reduced by an additional 10% per year.

ARTICLE 2 – INSURING CLAUSE

Up to a limit of €800 including tax per *Baggage*, we cover the theft, loss or total or partial damage of the *Insured's Baggage*. This benefit applies to *Baggage* duly checked in and placed under the responsibility of the Airline or the SNCF with which the *Insured* is travelling on an *Insured Trip*.

For *Valuables*, we reimburse up to the limit of €250 including tax per *Valuable* and up to the limit of €800 including tax per *Baggage*.

IMPORTANT

BENEFIT CONDITION

- Our benefit will apply after full payment of and exclusively in addition to the indemnification payable by the transport company, particularly in accordance with the Montreal Convention or the Warsaw Convention, in the event of loss, theft, or total or partial destruction of the *Baggage*.

- In order for this benefit to apply, as soon as the *Insured* has knowledge of the loss, theft, or damage of his or her *Baggage*, he or she must report this to a competent and authorised employee of the Airline or the SNCF, who will issue a claim form to be completed. For the management of your *Claim*, it is important to keep these items, especially the inventory list of the lost, stolen or damaged property prepared for reporting to the Airline or the SNCF.

INFORMATION

- Remember to report the *Valuables* contained in your *Baggage* placed under their responsibility to the Airline or the SNCF.

ARTICLE 3 – MAXIMUM COMMITMENT AND LIMITATIONS

Any indemnification owed under the "Baggage Delay" benefit will be deducted from the total amount reimbursed when the *Baggage* is permanently lost.

Our maximum commitment is €800 including tax per *Baggage* after calculation of the *Reimbursement Value* and deduction of an *Excess* of €70 including tax applied to the total amount of the loss.

ARTICLE 4 – EXCLUSIONS FROM THE BAGGAGE LOSS, THEFT, OR DAMAGE BENEFIT

In addition to the exclusions common to all benefits (Chapter 5), the following are excluded from this benefit:

- ♦ Orthotics and prosthetics, spectacles, contact lenses, personal and ID papers, commercial documents, administrative documents, business documents, samples, all types of transport documents, vouchers, and all types of means of payment.
- ♦ Loss and damage caused by normal wear, obsolescence, or inherent defect of the item. Damage caused by moths or vermin or by a cleaning process or climatic conditions.
- ♦ Damage due to the poor condition of the *Baggage* used to carry personal belongings.
- ♦ Items that are forbidden for purchase, possession, or use in France, damage resulting from confiscation, seizure, or destruction ordered by an administrative authority.
- ♦ *Baggage* and contents not belonging to the *Insured* personally.
- ♦ Perishable goods, animals, plants.

THIRD-PARTY LIABILITY ABROAD BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Bodily Injury

Bodily Injury refers to any physical harm suffered by a person.

Consequential Loss

Consequential Loss refers to any damage other than bodily injury or material damage that is the direct consequence of the *Material Damage* or *Bodily Injury* covered by the insurance.

Material Damage

Material Damage refers to any alteration, deterioration, loss, or destruction of an object or substance including physical harm to animals.

Abroad

Any country other than: the country of residence of the *Insured* and Metropolitan France, the Principalities of Andorra and Monaco, French Overseas Departments (Guadeloupe, Martinique, French Guyana, Reunion, and Mayotte), French Overseas Regions (French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy), or New Caledonia.

Happening

Any claim made against the *Insured*, either in or out of court. All of the claims made in connection with a single trigger event constitute one and the same *Happening*.

Third Party

Any physical person or legal entity other than:

- **Persons having the capacity of *Insured*, their ascendants, and their descendants**
- **Their employees, whether salaried or not, in carrying out their functions.**

ARTICLE 2 – INSURING CLAUSE

We cover the financial consequences of the Third Party Liability which may fall to the *Insured* under the legislation or case law in force in the country in which the *Insured* is staying, as a result of *Bodily Injury* and *Material Damage* caused to *Third Parties* during an *Insured Trip Abroad*.

The benefit triggered by the harmful event covers the *Insured* against the financial consequences of *Claims*, when the harmful event occurs between the commencement of the benefit and its termination or expiry date, regardless of the date of the other constituent components of the *Claim*.

ARTICLE 3 – COMMENCEMENT, TERMINATION, AND TERM OF THE BENEFIT

- The transport documents for the *Insured Trip Abroad* were fully or partially paid for in advance using the *Insured Card*:
 - ✓ This benefit shall take effect as soon as the *Insured* leaves his or her usual country of residence and shall cease to be effective upon his or her return to such usual country of residence.
- No transport documents were fully or partially paid for in advance using the *Insured Card*, but the *Insured's* hotel expenses or costs of a *Hire Vehicle* were fully or partially paid for using the *Insured Card*:
 - ✓ This benefit shall take effect from the start of the stay in the hotel and/or the hire of the *Vehicle* and shall cease to be effective 24 hours after the end of the stay at the hotel or the hire of the *Vehicle*.

IMPORTANT BENEFIT CONDITION

- The *Insured's* Third Party Liability as a driver of a *Hire Vehicle* is not covered (see Article 5 of this benefit, paragraph 2).

- The *Insured* must immediately inform us of all initiated proceedings or enquiries involving him or her. - The *Insured* may not acknowledge liability or make any promise, offer, payment, or indemnification without our written consent.

- The *Insured* must also submit the *Claim* to his or her Comprehensive Home Insurer (see Chapter 3 MISCELLANEOUS PROVISIONS, Paragraph on Dual Insurance).

ARTICLE 4 – MAXIMUM COMMITMENT AND LIMITATIONS

Our maximum commitment is:

- *Bodily Injury* and *Consequential Loss* caused to *Third Parties*: **€1,525,000 including tax per Happening.**
- *Material Damage* and *Consequential Loss* caused to *Third Parties*: **€1,525,000 including tax per Happening.**

In the event that an *Insured* is responsible for *Bodily Injury* and *Material Damage*, our maximum commitment would be **€1,525,000 including tax per Happening.**

These amounts include the costs and expenses claimed by the injured *Third Party* for which the *Insured* is legally recognised as liable.

Costs and expenses incurred by us for the defence of the *Insured* are limited to **€10,000 including tax per Happening.**

ARTICLE 5 – EXCLUSIONS FROM THE THIRD-PARTY LIABILITY ABROAD BENEFIT

In addition to the exclusions common to all benefits (Chapter 5), the following are excluded from this benefit:

- ♦ Injury resulting from participation in any official sports matches, races or competitions, or other trials for such events, as well as the playing of any sport in a professional capacity.
- ♦ Activities requiring specific and compulsory Third Party Liability Insurance.
- ♦ Any consequential loss not resulting from insured *Bodily Injury* or *Material Damage*.
- ♦ Any damage caused by motor vehicles, caravans, motorised devices, sailing or motor boats, aircraft or animals owned, driven, or in the custody of the *Insured* or the persons for whom the *Insured* is legally responsible.
- ♦ Any damage caused to property belonging to the *Insured* or in the *Insured's* custody at the time of the *Happening*.
- ♦ Fines, including those considered civil remedies and the related costs.
- ♦ Damage incurring the *Insured's* Professional Third Party Liability and/or the Third Party Liability of his or her employer.
- ♦ Damage caused by buildings or parts of buildings owned, rented, or occupied by the *Insured*.

HIRE VEHICLE BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions of the terms *Insured* and *Excess* given below take precedence over the definitions in Chapter 4 – GENERAL DEFINITIONS.

Insured

- You, as a physical person and holder of the *Insured Card*.
- Persons participating in the *Insured Trip* with you and named as drivers on the hire contract.

Out-of-Service Costs

Out-of-Service Costs of the *Hire Vehicle* required for its technical repair up to the daily rental rate multiplied by the number of out-of-service days.

Excess

Part of the *Claim* remaining payable by you, within the limit of the amount stipulated in the hire contract, when you have declined the insurance offered by the vehicle hire company¹.

Fixed Excess

Part of the *Claim* remaining payable by you, within the limit of the amount stipulated in the hire contract, when you have accepted the insurance offered by the vehicle hire company¹ or when such insurance has been imposed.

ARTICLE 2 – INSURING CLAUSE

The *Hire Vehicle* benefit applies to the *Insured* on an *Insured Trip*, provided that:

- ✓ Their names were previously indicated on the hire contract,
- ✓ The total duration of the hire contract does not exceed 31 days, even if the rental is made up of several successive contracts.

Within the limit of the *Excess* or the *Fixed Excess*, we cover:

- in the event of material damage with or without an identified third party, whether responsible or not, up to the total amount of repairs to the *Hire Vehicle* as well as the billing of *Out-of-Service Costs*
- In the event of theft of the *Hire Vehicle*, provided that a complaint is filed with the competent authorities.

IMPORTANT BENEFIT CONDITION

In order for this benefit to apply during the *Insured Trip*, the *Insured* must:

- ✓ Meet the driving criteria imposed by law, local jurisdiction, or the hire company.
- ✓ Drive and use the *Hire Vehicle* in accordance with the terms and conditions of the hire contract signed with the hire company and in accordance with the hire company's recommendations (the wrong fuel is considered a breach of the contract clauses).
- ✓ Hire the *Hire Vehicle* from a company specialising in vehicle hires under a hire contract drawn up in accordance with local legislation
- ✓ Ensure that the hire contract is fully completed, without cross-outs or overprints, and that it indicates the amount of the applicable *Excess* or *Fixed Excess*,
- ✓ Prepare a joint inspection report on the condition of the *Hire Vehicle* before and after its hire.
- ✓ In the event of theft or vandalism to the *Hire Vehicle*, file a complaint within 48 hours with the appropriate authorities, specifying the circumstances of the *Claim* and information about the *Hire Vehicle* (brand, model, etc.).

In the event of a *Claim*, following these procedures will facilitate the management of his or her case.

In no case can we reimburse the *Insured* for the insurance premiums paid to the hire company under the hire contract, including those automatically contained in the hire contract accepted by the *Insured*.

¹ Depending on the country, the insurance types generally offered by hire companies are:

- For damage to the *Hire Vehicle*: CDW (Collision Damage Waiver), DEW (Deductible Extended Waiver), LDW (Loss Damage Waiver).
- For theft of the *Hire Vehicle*: TP (Theft Protection), TPC (Theft Protection Coverage).

The Insured's Third Party Liability as a driver of a *Hire Vehicle* is not covered; we recommend that the *Insured* take out insurance such as LIA (Liability Insurance Automobile) offered by the hire company in the hire contract.

ARTICLE 3 – COMMENCEMENT, TERMINATION, AND TERM OF THE BENEFIT

Commencement of the benefit

This benefit shall be effective when the keys and documents of the *Hire Vehicle* are handed over after the hire contract has been signed.

Termination of the benefit

The benefit ceases to be effective as soon as the *Hire Vehicle* and the keys and documents have been returned and, in any event, at the end of the hire period.

ARTICLE 4 – MAXIMUM COMMITMENT AND LIMITATIONS

Our commitment is limited to a maximum of two indemnified *Claims per Insured Card* in chronological order of occurrence per calendar year.

ARTICLE 5 – EXCLUSIONS FROM THE HIRE VEHICLE BENEFIT

In addition to the exclusions common to all benefits (Chapter 5), the following are excluded from this benefit:

- ♦ Loans of vehicles free of charge.
- ♦ Damage caused following confiscations or removals of vehicles by the Police or upon requisitioning.
- ♦ Damage resulting from misuse of medicaments or the use of narcotics not prescribed by a medical practitioner, noted by an accredited medical authority; the consumption of alcohol by the *Insured*, characterised by the presence in the blood of a pure alcohol rate equal to or greater than the rate established by the French law in force governing road traffic.
- ♦ Damage caused by wear and tear on the vehicle, or by a manufacturing defect, as well as all deliberate damage.
- ♦ Damage caused inside the vehicle passenger compartment that is not consequential to theft or a road accident (smokers' accidents, damage caused by animals owned by or in the custody of the *Insured*).
- ♦ The keys to the hired vehicle.
- ♦ Expenses that are not connected with repairing or replacing the vehicle (except, in the event of material damage, the costs of towing or immobilising the vehicle, for which there is a charge).
- ♦ The hire of the following vehicles: AC Cobra, Acura, ARO, Aston Martin, Audax, Bentley, Berkeley Cars, Briklin, Bugatti, Cadillac, Caterham, Chevrolet corvette, Dodge (Viper, Stealth), Coste, Daimler, De Lorean, De Tomaso, Donkervoort, Eagle, Excalibur, Ferrari, Geo, Gillet, Ginetta, GMC, Graham Paige, GTM, Holden, Hudson, Hummer, Imola, Infiniti, Intermecanica, International Harvester, Isdera, Jaguar, Jeep, Jensen, Lamborghini, Lexus, Lincoln, Lotus, Maserati, McLaren, Mikrus, Mopar, Morgan, Mega, Packard, Pierce Arrow, Porsche, Riley motor car, Rolls Royce, Stallion, Studebaker, Tucker, TVR, Venturi, Wiesmann, Chevrolet utility vehicles, Kit Cars.
- ♦ Limousine vehicles.
- ♦ Vintage vehicles in circulation for more than 20 years.
- ♦ Vintage vehicles that have not been produced by the manufacturer for more than 10 years.
- ♦ Vehicles of more than 3.5 tonnes in total authorised kerb weight and vehicles of more than 8m³ (cubic metres) in load volume.
- ♦ All-terrain, 4x4, 2-wheeled or 3-wheeled vehicles, camper vans and caravans.
- ♦ The simultaneous hire of more than one vehicle.

TRAVEL ALTERATION OR CANCELLATION BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Insured Change in Health

Accident or illness that is the subject of a consultation, prior to the alteration or cancellation of the *Insured Trip*, by an authorised medical authority noting the condition preventing travel on the date of departure of the *Insured Trip* and involving:

- Cessation of any professional activity.
- or
- The person concerned staying at home

and requiring appropriate care in these two cases.

Substantial Material Damage

Any material damage (Fire, Theft, Damage by Water, Explosion, Collapse) occurring **within the 10 days** preceding the departure date of the *Insured Trip* and that is severe enough to require the presence of the *Insured* to take the necessary protective measures or because such presence is demanded by the police.

Professional Transfer

Change of professional assignment to more than 200 km from the *Primary Residence* of the *Insured* and for a minimum duration of 12 months.

ARTICLE 2 – INSURING CLAUSE

We cover:

- In the event of cancellation of the *Insured Trip*, the non-recoverable costs resulting from the cancellation, contractually provided for in the terms and conditions of sale.
- In the event of alteration of the *Insured Trip*, the costs incurred by the postponement of the departure date of the *Insured Trip* contractually provided for in the terms and conditions of sale as well as the potential ticket surcharge up to the limit of the price of the initial trip.

Indemnification of the *Insured*, up to the amount of cancellation costs for the *Insured Trip*, is due only in the following cases:

- An *Insured Change in Health* or the death (insofar as the death occurs in the 3 months preceding the departure date of the *Insured Trip*) of
 - An *Insured* or his or her spouse or common-law partner.
 - An ascendant (maximum 2nd degree), descendant (maximum 2nd degree), brothers, sisters, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, half-brothers, half-sisters, or one of the *Insured* persons.
 - A travel companion named on the registration form.
 - An associate or any other person required to temporarily replace the *Insured* within the framework of his or her professional activities.

It is specified that the above-mentioned persons shall not receive any indemnification if they do not have the status of *Insured*.

- *Substantial Material Damage* to the *Insured's* property, or his or her professional premises when the *Insured* is a self-employed professional or runs a company.
- For the following professional reasons:
 - The economic redundancy of the *Insured*, provided that the procedure had not been initiated before the *Insured Trip* was purchased. It is specified that the notice to attend the interview prior to a redundancy is part of the procedure.
 - Obtaining salaried employment or a paid work placement taking effect before or during the scheduled dates for the *Insured Trip* while the *Insured* was a registered job-seeker and provided that it is not a renewal or an extension of a contract or a temporary employment assignment.
 - A *Professional Transfer*, effective within the following two months, imposed by the *Insured's* employer on a date arising before the end of the *Insured Trip*, not known prior to the booking and not requested by the *Insured*.
 - The elimination or modification, by the *Insured's* employer, of the paid leave period approved prior to the reservation of the *Insured Trip*, thus preventing the *Insured* from taking it. In this case, an **Excess corresponding to 20% of the costs**

incurred by the *Insured* for the alteration or cancellation of the *Insured Trip* shall be deducted from the reimbursement amount. This benefit only concerns salaried employees who have been with their company for more than one year. Furthermore, **people who do not need the approval of a superior to book, alter and/or cancel their holidays are excluded.**

Indemnification is not due when the costs paid by the *Insured* for the *Insured Trip* concern a person who does not have the status of *Insured*.

**IMPORTANT
BENEFIT CONDITION**

- The *Insured* must immediately take the steps necessary for the cancellation or change of his or her *Insured Trip* with the travel agent or the Airline, no later than 72 hours after the event is first noted and in any case before the departure date at midnight (for reporting to CWI Distribution, refer to Chapter 7 "How to submit a *Claim*"). The *Insured* must therefore obtain a document confirming the date of the request to alter or cancel the *Insured Trip* as well as the details of the costs left under his or responsibility (Article R211-4 of the French Tourism Code provides for the obligation of tour operators to communicate the prices, dates, and components of the services to their customers).

If the *Insured* fails to respect this period of 72 hours, the reimbursement due will be limited to the amount of expenses that would have been payable by the *Insured* on the date of the *Claim* in accordance with the cancellation scale included in the general terms and conditions of sale of the tour operator or the Airline.

- In no case will we be able to reimburse the *Insured* for the cancellation or alteration insurance premium that he or she has paid, administrative fees, visa fees, or airport taxes.

INFORMATION

- According to the regulations in force, the airport taxes must be reimbursed by the tour operator or airline. In order to facilitate your efforts, we make the documents available for downloading at www.visa-insurance.fr.

- In cases of *Insured Change in Health* or death, the indemnification decision is subject to the medical opinion of the *Insurer's* Consulting Physician.

ARTICLE 3 – MAXIMUM COMMITMENT AND LIMITATIONS

We reimburse the non-recoverable costs contractually provided for in the terms and conditions of sale:

- In the event of *Substantial Material Damage*, up to **€5,000 including tax** per *Insured* if the alteration or cancellation occurs within the 10 days preceding the date of departure.
- In the event of an *Insured Change in Health*, death, or professional reasons, up to **€5,000 including tax** per *Insured*.

In all cases, the limit of our commitment is set at **€5,000 including tax** per *Insured* and per calendar year irrespective of the number of *Claims* that the *Insured* may submit to us.

ARTICLE 4 – COMMENCEMENT, TERMINATION, AND TERM OF THE BENEFIT

The "Travel Alteration or Cancellation" benefit takes effect:

- In the event of an *Insured Change in Health*, death, or professional reasons, from the time of purchase of the *Insured Trip*.
- In the event of *Substantial Material Damage*, **no more than 10 days prior to the date of departure.**

The "Travel Alteration or Cancellation" benefit ends at midnight on the day of the departure of the *Insured Trip*. The *Insured* must therefore carry out his or her procedures to alter or cancel the *Insured Trip* before this deadline.

ARTICLE 5 – EXCLUSIONS FROM THE TRAVEL ALTERATION OR CANCELLATION BENEFIT

In addition to the exclusions common to all the benefits (Chapter 5), this benefit does not cover alterations or cancellation of the *Insured Trip* resulting from:

- ♦ Failure to produce, for any reason whatsoever, any one of the documents essential for the *Insured Trip*.
- ♦ Mental or nervous illnesses requiring hospitalisation of less than 4 consecutive days.
- ♦ A pathology or death of the *Insured* caused by a pre-existing diagnosed and/or treated illness and/or injury having given rise to hospitalisation (continuous hospitalisation, day hospitalisation, or outpatient care) during the 6 months preceding the first payment for the *Insured Trip*.
- ♦ The misuse of medicaments or the use of narcotics not prescribed by a medical practitioner, noted by an accredited medical authority.
- ♦ *Accidents* occurring during events, races, or competitions requiring the use of motor vehicles.
- ♦ *Accidents* resulting from the use of airborne devices (except aircraft qualified for passenger transport).

TRAVEL CURTAILMENT BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Change in Health of a Third Party not participating in the Insured Trip

Accident or illness that is the subject of a consultation during the *Insured Trip* by an authorised medical authority noting the condition of the *Third Party* involving his or her stay at home and requiring appropriate care, and which requires the *Insured* to return.

Change in Health of an Insured, a Travel Companion or a Third Party participating in the Insured Trip

Accident or illness that is the subject of a consultation during the *Insured Trip* by an authorised medical authority where the person in question is staying, noting the condition preventing the continuation of the *Insured Trip* by the *Insured* and involving

- the medical repatriation organised by an assistance company
- or a hospitalisation where the person in question is staying of the *Insured*, the *Travel Companion*, or the *Third Party*
- or the *Insured*, the *Travel Companion*, or the *Third Party* being forbidden to leave the bedroom or hotel room and requiring appropriate care in all cases.

Travel Companion

Person participating in the *Insured Trip* named on the registration form but not having the capacity of *Insured*.

Third Party

Spouse, common-law partner, ascendants (maximum 2nd degree), descendants (maximum 2nd degree), brothers, sisters, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, half-brothers, or half-sisters of the *Insured* as well as the associate or any other person required to temporarily replace the *Insured* within the framework of his or her professional activities.

Substantial Material Damage

Any material damage (Fire, Theft, Damage by Water, Explosion, Collapse) occurring during the *Insured Trip* that is severe enough to require the *Insured* to return to his or her place of residence or work to take the necessary protective measures or because his or her presence is demanded by the police.

Services

All costs incurred and fully or partially paid for using the *Insured Card* prior to the insured happening **with the exception of the insurance premium possibly paid, administrative fees, visas, and return tickets if a repatriation or care has been conducted by the assistance company or any other body.**

Professional Transfer

Change of professional assignment to more than 200 km from the *Primary Residence* of the *Insured* and for a minimum duration of 12 months.

ARTICLE 2 – INSURING CLAUSE

We cover the reimbursement of the portion of the *Services* not used for the period running from the start of the insured happening to the end of the *Insured Trip*. Any partially used *Service* will be reimbursed on a pro rata basis and in proportion to the number of persons who actually vacated the places of stay.

Indemnification of the *Insured*, up to the amount of curtailment costs for the *Insured Trip*, is due only in the following cases:

- Death or *Change in Health of an Insured participant in the Insured Trip*
- Death or *Change in Health of a Travel Companion or a Third Party participating in the Insured Trip*
- Death or *Change in Health of a Third Party not participating in the Insured Trip*

It is therefore specified that persons participating or not participating in the *Insured Trip* and not having the capacity of *Insured* are in no case indemnified.

- *Substantial Material Damage* to the *Insured's* property, or his or her professional premises when the *Insured* is a self-employed professional or runs a company.

- For the following professional reasons:
 - The economic redundancy of the *Insured*, provided that the procedure had not been initiated before the *Insured Trip* was purchased. It is specified that the notice to attend the interview prior to a redundancy is part of the procedure.
 - Obtaining salaried employment or a paid work placement taking effect during the scheduled dates for the *Insured Trip* while you were a registered job-seeker and provided that it is not a renewal or an extension of a contract or a temporary employment assignment.
 - A *Professional Transfer*, effective within the following two months, imposed by the *Insured's* employer on a date arising before the end of the *Insured Trip*, not known prior to the booking and not requested by the *Insured*.
 - The elimination or modification, by the *Insured's* employer, of the paid leave period approved by him or her prior to the reservation of the *Insured Trip*, thus preventing the *Insured* from continuing it. In this case, **an Excess corresponding to 20% of the costs incurred by the *Insured* for the curtailment of the *Insured Trip* shall be deducted from the reimbursement amount.** This benefit only concerns salaried employees who have been with their company for more than one year. Furthermore, **people who do not need the approval of a superior to book, alter and/or cancel their holidays are excluded.**

Indemnification is not due when the costs paid by the *Insured* for the *Insured Trip* concern a person who does not have the status of *Insured*.

IMPORTANT INFORMATION

In the event of death or *Change in Health* of an *Insured* participating in the *Insured Trip* preventing the *Insured* from continuing it, the medical assistance services of your Visa card must be contacted immediately in order to obtain these benefits related to the validity of the *Insured Card* (see the Medical Assistance Information Notice of your *Insured Card*).

ARTICLE 3 – MAXIMUM COMMITMENT AND LIMITATIONS

In all cases, the limit of our commitment is set at **€5,000 including tax** per *Insured* and per calendar year irrespective of the number of *Claims* that the *Insured* may submit to us.

ARTICLE 4 – COMMENCEMENT, TERMINATION, AND TERM OF THE BENEFIT

The benefit applies from the departure date and ends on the last day of the *Insured Trip* **up to the limit of the first 90 consecutive days of the *Insured Trip*.**

ARTICLE 5 – EXCLUSIONS FROM THE TRAVEL CURTAILMENT BENEFIT

In addition to the exclusions common to all the benefits (Chapter 5) and the exclusions of Article 5 of the “Travel Alteration or Cancellation” benefit, the following are excluded from the “Travel Curtailment” benefit:

- ♦ Minor illness or injury that can be treated on location.

SNOW AND MOUNTAIN BENEFIT

ARTICLE 1 – DEFINITIONS SPECIFIC TO THIS BENEFIT

The definitions below supplement the general definitions in chapter 4.

Bodily Injury

Bodily Injury refers to any physical harm suffered by a person.

Consequential Loss

Consequential Loss refers to any damage other than bodily injury or material damage that is the direct consequence of the *Material Damage* or *Bodily Injury* covered by the insurance.

Material Damage

Material Damage refers to any alteration, deterioration, loss, and destruction of an object or substance, including any physical harm to animals.

Third Party

Any physical person or legal entity other than:

- **Persons having the capacity of *Insured*, their ascendants, and their descendants**
- **Their employees, whether salaried or not, in carrying out their functions.**

ARTICLE 2 – SCOPE OF APPLICATION OF THE BENEFIT

We cover *Accidents* occurring anywhere in the world, **without any minimum distance requirement**, during a holiday in the mountains and as a result of doing the following activities on an amateur basis:

- All forms of skiing done in ski resorts.
- Certain sporting activities, including cross-country skiing, snowshoeing, and hiking.
- Sports and various activities organised in groups by and under the responsibility of an association or organisation.

IMPORTANT BENEFIT CONDITION

This benefit applies to the *Insured* only if the transport documents or the costs of accommodation, ski lift passes, skiing lessons or the hire of items were fully or partially paid for or reserved using the *Insured Card* prior to the occurrence of the *Claim*.

ARTICLE 3 – INSURING CLAUSE

Article 3.1: Search, Rescue, and First Transportation Costs

3.1.1 Costs of Search and Rescue

Insuring clause

Following an *Accident*, we cover payment of the mountain search or rescue costs, i.e. the operations conducted by rescuers or rescue organisations going out specifically to search for the *Insured* in a place devoid of any means of rescue other than those that can be provided by the professional rescuers.

Maximum commitment and limitations

Our maximum commitment is equal to the actual costs incurred.

3.1.2 Costs of First Transportation

Insuring clause

We cover the reimbursement to the *Insured* of the costs of the first transportation in the mountains further to an *Accident*, i.e. the costs incurred for the transport organised by medical or emergency authorities between the place of the *Accident* and the medical centre or possibly the nearest hospital, and the costs of the return journey to the place of stay.

Maximum commitment and limitations

Our maximum commitment is equal to the actual costs incurred, after deduction of indemnification already paid by bodies such as French Social Security or any other health or welfare organisation including mutual insurance companies, with the understanding that the *Insured* may not receive a total amount greater than the actual expenses incurred.

Article 3.2: Medical expenses in France

Territoriality

The benefit applies only in Metropolitan France, the Principalities of Andorra and Monaco, French Overseas Departments (Guadeloupe, Martinique, French Guyana, Reunion, and Mayotte), French Overseas Regions (French Polynesia, St Pierre and Miquelon, Wallis and Futuna, St Martin and St Barthélemy), or New Caledonia.

Insuring clause

We reimburse the *Insured* for all medical, pharmacy and hospital costs incurred by the *Insured* following a medical prescription subsequent to an *Accident*.

Maximum commitment and limitations

We reimburse for any harm greater than **€30 including tax** per *Claim* up to the limit of **€2,300 including tax**.

The indemnification is only paid as a supplement to monies paid to the *Insured* for the same injuries by the French Social Security or any other health or welfare organisation including mutual or Insurance Companies, with the understanding that the *Insured* may not receive a total amount greater than the actual expenses incurred.

EXCLUSIONS FROM THE MEDICAL COSTS IN FRANCE BENEFIT

In addition to the exclusions common to all benefits (Article 4), the following are excluded from this benefit:

- ♦ All medical, pharmacy or hospital costs or courses of treatment, if they do not directly result from an *Accident* connected to the activities described in the scope of application of the Snow and Mountain benefit.
- ♦ Psychoanalytic treatment, time spent in rest homes, physiotherapy, and detoxification.

Article 3.3: Ski Passes and Lessons

Insuring clause

We shall reimburse the *Insured* for all daily ski lift passes and/or skiing lessons not used following an *Accident* occurring during a holiday in the mountains and resulting in a medically recognised total temporary inability to ski.

The indemnification payable shall be calculated according to the number of days remaining from the day after the medical recognition of the total temporary inability to ski.

Maximum commitment and limitations

- For ski passes and lessons of less than or equal to 3 days, the indemnification is limited to **€300 including tax** per injured *Insured* and to a maximum of **two Claims** occurring during the same calendar year.
- For ski passes and lessons of more than 3 days, the indemnification is limited to **€800 including tax** per injured *Insured*.
- For "season" ski passes and lessons, the indemnification will be payable in the event of an *Accident* resulting in complete temporary inability to ski or the death of the *Insured* as a result of an *Accident*. The amount of the indemnification will be calculated on a prorated basis in relation to the duration of such inability, up to a limit of **€800 including tax** per injured *Insured*.

Article 3.4: Breakage of personal skis and ski boots

DEFINITIONS SPECIFIC TO THIS BENEFIT

Accidental Breakage

Any outwardly visible damage or destruction affecting the functioning of the personal skis and ski boots caused by a fall or a collision on the slopes.

Insuring clause

We shall reimburse the *Insured*, in the event of *Accidental Breakage* of his or her personal skis or ski boots, for the costs of hiring an equivalent pair of skis or ski boots from a professional hire company to replace them.

IMPORTANT BENEFIT CONDITION

- The benefit will apply only if the *Insured* proves the material nature of the *Claim* by showing the damaged equipment to the hire company/person.
- **Only personal skis and ski boots purchased by the *Insured* within the last five years will be insured.**

Maximum commitment and limitations

The reimbursement is limited to a maximum of **8 days of hire**.

Article 3.5: Hire of Ski Equipment

DEFINITIONS SPECIFIC TO THIS BENEFIT

Accidental Breakage

Any outwardly visible damage or destruction affecting the functioning of the insured *Ski Equipment* caused by a fall or a collision on the slopes.

Ski Equipment

Skis, snowboards, monoskis, snowshoes, ski poles, and boots adapted to the use of *Ski Equipment*, hired from a professional hire person/company.

Insuring clause

We reimburse the *Insured* for the costs payable by him or her following an *Accidental Breakage* or theft of the *Ski Equipment* hired from a professional hire person/company.

IMPORTANT BENEFIT CONDITION

- In the event of *Accidental Breakage*, the *Insured* must provide the *Insurer* with documentary proof from the professional hire company/person describing the nature of the damage, the extent thereof, and the actual costs remaining payable by the *Insured*, along with a statement describing the circumstances of the *Claim*.
- In the event of theft, the *Insured* must provide the *Insurer* with proof that a complaint was filed with the appropriate authorities, a receipt from the professional hire company/person proving the actual costs remaining payable by the *Insured*, along with a statement describing the circumstances of the *Claim*.
- The hired *Ski Equipment* is intended solely for use by the *Insured*, without any possibility of sub-hiring or lending it even free of charge.

Maximum commitment and limitations

It is specified that an **Excess of 20%** will be applied to the total amount of the actual costs remaining payable by the *Insured*. Our indemnification is limited to **€800 including tax** per *Insured* and to a maximum of two *Claims* occurring during the same calendar year.

EXCLUSIONS FROM THE HIRE OF *SKI EQUIPMENT* BENEFIT

In addition to the exclusions common to all benefits (Article 4), the following are excluded from this benefit:

- ◆ Damage caused by the improper use of the *Ski Equipment* hired, failure to comply with regulations in force, or the normal wear and tear of the hired *Ski Equipment*.
- ◆ Simple scratches or any other damage to the *Ski Equipment* hired that does not affect the functioning thereof.
- ◆ Loss or disappearance of the hired *Ski Equipment*.
- ◆ Theft committed by any person other than a *Third Party*.

Article 3.6: Snow and Mountain Third Party Liability

DEFINITIONS SPECIFIC TO THIS BENEFIT

Happening

Any claim made against the *Insured*, either in or out of court. All of the claims made in connection with a single trigger event constitute one and the same *Happening*.

Insuring clause

We cover the financial consequences of the Third Party Liability that may fall to the *Insured* in the event of *Bodily Injury* or *Material Damage* caused to *Third Parties* and resulting from an *Accident* occurring exclusively during the activities described in the scope of application of the Snow and Mountain benefit.

The benefit triggered by the harmful event covers the *Insured* against the financial consequences of *Claims*, when the harmful event occurs between the commencement of the benefit and its termination or expiry date, regardless of the date of the other constituent components of the *Claim*.

Maximum commitment and limitations

Our maximum commitment is:

- €310,000 including tax per *Happening* in the event of *Bodily Injury* and *Consequential Loss* caused to *Third Parties*.
- €310,000 including tax per *Happening* in the event of *Material Damage* and *Consequential Loss* caused to *Third Parties*.

In the event that an *Insured* is responsible for *Bodily Injury* and *Material Damage*, our maximum commitment would be €310,000 including tax per *Happening*.

IMPORTANT BENEFIT CONDITION

- Regarding *Material Damage*, only *Claims* of an amount in excess of €150 including tax will give rise to any payment.
- The *Insured* must immediately inform us of all initiated proceedings or enquiries involving him or her. The *Insured* may not acknowledge liability or make any promise, offer, payment, or indemnification without our written consent.
- The *Insured* must also submit the *Claim* to his or her Comprehensive Home Insurer (see Chapter 3 MISCELLANEOUS PROVISIONS, Paragraph on Dual Insurance).
- This benefit cannot be combined with the Third Party Liability Abroad benefit.

EXCLUSIONS FROM THE SNOW AND MOUNTAIN THIRD PARTY LIABILITY BENEFIT

In addition to the exclusions common to all benefits (Article 4), the following are excluded from this benefit:

- ♦ Any consequential loss not resulting from insured *Bodily Injury* or *Material Damage*.
- ♦ Any damage caused by motor vehicles, caravans, motorised devices, sailing or motor boats, motorised aircraft of any type (except organised maiden flights), or animals owned, ridden, or in the custody of the *Insured* or the persons for whom the *Insured* is legally responsible.
- ♦ Any damage caused to property belonging to the *Insured* or in the *Insured's* custody at the time of the *Happening*.
- ♦ Fines, including those considered civil remedies and the related costs.
- ♦ Damage incurring the *Insured's* Professional Third Party Liability and/or the Third Party Liability of his or her employer.
- ♦ Damage caused by buildings or parts of buildings owned, rented, or occupied by the *Insured*.

Article 3.7: Defence and Remedy

Insuring clause

We cover the following services aiming to settle a dispute, in or out of court, arising between the *Insured* and a *Third Party* and resulting in the *Insured* asserting a right, resisting a claim, or defending himself or herself before a criminal court:

- Defence of the *Insured* in the event of a directed action brought against him or her following a loss covered by the "Third Party Liability" benefit defined in article 3.6 above.
- Action against the *Third Party* responsible for a *Claim (Bodily Injury or Material Damage)*, to demand compensation for the harm suffered by the *Insured* resulting from an *Accident* occurring exclusively during the activities described in the scope of application of the Snow and Mountain benefit.

Within the framework of the Remedy benefit, when a lawyer is retained to reach an amicable resolution of the dispute, help the *Insured* or represent him or her in court, the *Insured* is always free to choose the lawyer.

In this regard:

- the *Insurer* can directly instruct a lawyer that he or she knows. In this case, he or she must notify us of this beforehand and provide the lawyer's contact details.
- the *Insurer* can also, if he or she wishes and requests this in writing, choose a lawyer whose contact details we can propose to him or her.

In all cases, the *Insured* negotiates with the lawyer concerning the amount of the lawyer's costs and fees in the framework of a fee agreement and must keep us informed about the process.

Maximum commitment and limitations

We shall provide reimbursement for the services defined above up to a limit of **€7,700 including tax**.

In addition to the exclusions common to all benefits (Chapter 5), the following are excluded from this benefit:

- ♦ **Accidents** resulting from playing a sport in a professional capacity or taking part in any form of competition.
- ♦ Taking part in any endurance or speed events on board any motorised air, sea or land vehicle or craft.
- ♦ The use of a two – or three-wheeled or tracked motor vehicle.
- ♦ Any form of airborne sport (except maiden flights using non-motorised devices organised as part of an association or group affiliated with an association or Federation and supervised by a qualified monitor), hang-gliding, polo, skeleton, bobsleigh, ice hockey, deep-sea diving, spelunking, or bungee jumping.
- ♦ Illnesses unless resulting from an *Accident*.
- ♦ Any participation in military activity (military time, military operations).
- ♦ The misuse of medicaments or the use of narcotics not prescribed by a medical practitioner, noted by an accredited medical authority, epileptic fits, delirium tremens, ruptured aneurysm, heart attacks, cerebral embolism, or subarachnoid haemorrhage.
- ♦ *Accidents* resulting from the consumption of alcohol by the *Insured*, characterised by the presence in the blood of a pure alcohol rate equal to or greater than the rate established by the French law in force governing road traffic.

CHAPTER 7 HOW TO SUBMIT A CLAIM

1. TIME PERIOD FOR SETTLEMENT OF CLAIMS

According to the benefit in question, CWI Distribution or the *Insurer* shall pay the guaranteed compensation to the *Insured* or the *Beneficiary* or shall reimburse the costs and expenses incurred or the amount of the loss suffered, within **5 (five) working days** of receiving all information required to make such payment. The completeness of the file is confirmed by CWI Distribution and the *Insurer's* Consulting Physician depending on the benefit involved.

2. NOTICE OF CLAIMS

The *Insured* or the *Beneficiary* must submit any *Claim* likely to involve application of one or more of the benefits provided for in this policy, within **15 (fifteen) days** following the date on which the *Insured* or the *Beneficiary* become aware of it. **Failure to comply with this time period results in the loss of any right to benefit for the *Claim* in question** if we prove that such delay in submitting the *Claim* was detrimental to our interests; this provision does not apply if the delay is due to a fortuitous event or force majeure.

All *Claims* may be made by the *Insured* or the *Beneficiary* online at:

www.visa-assurances.fr

Or by post to:

CWI Distribution
Visa Card Service
CS 60569
13594 Aix en Provence Cedex 3

Or by phone:

Tel. from France*: 04 86 91 01 20
Tel. from abroad*: + 33 4 86 91 01 20
Mondays to Saturdays, 8:00 a.m. to 8:00 p.m.

(*) Subject to the price of a national call (for calls made from France) or an international call (for calls made from abroad), according to each carrier's plans.

In accordance with Article 1353 of the French Civil Code, it is the responsibility of the *Insured* to demonstrate that he or she meets the conditions of validity of the benefit. Any request unsupported by sufficient items and information to prove the material nature of the events, may be rejected.

If the *Insured* knowingly makes false statements about the nature and causes, circumstances, and consequences of a *Claim*, he or she shall lose any right to benefit for that entire *Claim*.

Documents and written proof common to all the benefits:

The documents disclosed and presented by the *Insured* or the *Beneficiary* must be originals or certified copies:

- ✓ Proof of the *Insured's* capacity as injured person at the time of the *Claim*.
- ✓ a copy of an ID of the *Insured* or the *Beneficiary*,
- ✓ In cases of common-law marriage, without a civil union certificate (PACS) or a cohabitation contract, one proof of residence issued prior to the request for benefits in the name of both *Insured* parties, or two proofs of residence, respectively in the name of one of the *Insured* parties and with the same address (water, electricity, telephone bill, income tax return, rent receipt, lease agreement).
- ✓ Proof of payment with the *Insured Card* for insured services: bank account statement and payment receipt or confirmation from the Issuing Bank, duly completed and sent to the *Insured* by CWI Distribution
- ✓ The documents representing the insured services: transport documents (standard or electronic air tickets, train tickets, etc.), hire contract (for vehicle, accommodation, etc.), passes, skiing lessons, etc.
- ✓ A detailed letter from the *Insured* stating the nature and the consequences of the *Claim*.
- ✓ The duly completed declaration form sent by CWI Distribution, attesting to the existence or non-existence of other policies covering the same risk (Article L121-4 of the French Insurance Code regarding concurrent insurance policies).
- ✓ Bank Account Details in the name of the holder of the *Insured Card*.

If the *Claim* requires the submission of medical documents, these must be sent in an envelope marked "confidential" for the attention of the *Insurer's* Consulting Physician.

In addition, for the "Death/Disability" benefit

- ✓ A death certificate or the medical certificates establishing the disabilities (medical expert report, etc.).
- ✓ The report drafted by the local authorities (police, fire fighters, etc.).
- ✓ The contact details for the Notary responsible for the succession.
- ✓ In the event of an *Accident* that may result in disability, you will be required to submit to any expert examination required by the *Insurer*.

In addition, for the "Transport Delay" benefit

- ✓ Confirmation of delay from the Airline or SNCF indicating the number of hours of delay with the initial departure time and the actual departure time.
- ✓ An inventory list prepared by the *Insured*, detailing the costs incurred as well as the corresponding bills.

In addition, for the "Baggage Delay" benefit

- ✓ The certificate of delay from the Airline or the SNCF.
- ✓ The check-in slip for delayed baggage.
- ✓ The delivery slip for delayed baggage indicating the date and time of delivery.
- ✓ An inventory list prepared by the *Insured*, detailing the costs incurred as well as the corresponding bills.

In addition, for the "Baggage Loss, Theft, or Damage" benefit

- ✓ The check-in ticket of the lost, stolen or damaged *Baggage*.
- ✓ Acknowledgement from the Airline or the SNCF that the *Baggage* was lost, stolen, or damaged.
- ✓ Written proof indicating the amount of indemnification paid by the Airline or the SNCF.
- ✓ Inventory list of lost, stolen, or damaged property, prepared when making the *Claim* with the Airline or SNCF, as well as corresponding invoices or pro-forma invoices.
- ✓ In the event of damage, the bill for the repair or a document establishing that repair is impossible. In this case, the damaged item will be claimed by CWI Distribution, and postage will be refunded to the *Insured*.

In addition, for the "Third Party Liability Abroad" benefit

- ✓ A detailed statement by the *Insured* describing the *Happening* and the contact details of the injured *Third Party*.
- ✓ The reply from the *Insured's* Comprehensive Home Insurer following his or her notice of *Claim*.
- ✓ The initial receipt for the items damaged and the bill for the corresponding repairs.
- ✓ Medical certificates, expert reports.
- ✓ Proof of payment for the repairs.
- ✓ The written request sent by the injured *Third Party* to the *Insured* seeking redress (the letters, summons, or formal notice specifically pertaining to the benefit).

In addition, for the "Travel Alteration or Cancellation" and "Travel Curtailment" benefits

- ✓ Proof of the capacity of *Insured* at the time of the payment for the *Insured Trip* if the injured person no longer has the capacity of *Insured* at the time of the *Claim*.
- ✓ The medical certificates and administrative documents proving the *Claim* and its circumstances (death certificate, police or fire brigade's report, etc.) as well as the duly completed medical form, signed by the physician, that will be sent by CWI Distribution.
- ✓ Within the framework of *Substantial Material Damage*, any administrative document proving the materiality of the *Claim* (police or fire brigade's report, filing of complaint in the event of theft, claim submitted to the insurer, etc.).
- ✓ The registration form for the *Insured Trip*, the service provider's general terms and conditions of sale, and the detailed invoice for the expenditures made in advance fully or partially using the *Insured Card*.
- ✓ The unused original transport documents, including e-ticket(s), insofar as these had been issued prior to the day of departure.
- ✓ The invoice for cancellation or alteration costs retained by the service provider as well as a copy of the new travel contract, in the event of alteration.
- ✓ An official document specifying the family relationship with the person causing the insured happening.
- ✓ A statement from the *Insured's* employer stating the decision date of the *Professional Transfer*, its effective date, and the duration and place of assignment.
- ✓ A confirmation from the *Insured's* employer justifying the date of validation of the time off prior to the reservation date of the *Insured Trip* and the *Insured's* length of service in the company.
- ✓ The Employment Centre situation statement indicating the unemployment registration date before obtaining salaried employment or paid work placement, and the proof of this (the employment contract, employment certificate or work placement agreement).
- ✓ The document from the employer indicating the date of the prior meeting and/or of the procedure of economic redundancy.

In addition, for the "Travel Curtailment" benefit

- ✓ The invoice for the services not used and fully or partially paid for using the *Insured Card* prior to the occurrence of the *Claim*.
- ✓ The administrative documents proving the *Claim*, the medical certificates issued by the health authorities in the place of stay as well as the duly completed medical form, signed by the physician, which will be sent by CWI Distribution.

In addition, for the Snow and Mountain benefit

For all the benefits:

- ✓ The medical certificates and administrative documents proving the *Claim* and its circumstances, the medical certificates issued by the health authorities in the place of stay, specifying in particular the duration of disability, death certificate.
 - ***In addition, for "Costs of Search and Rescue"***
 - ✓ The invoice for the rescue and search costs.
 - ✓ Proof of payment of the rescue costs, if any.
 - ***In addition, for the "Costs of First Transportation" benefit***
 - ✓ The invoice for the costs of first transportation.
 - ✓ Proof of payment of the first transportation costs, if any.
 - ✓ Letter of reimbursement by the health insurance services as well as the letter of coverage or non-coverage by supplementary health insurance.
 - ***In addition, for the "Medical Expenses in France" benefit***
 - ✓ The medical certificates and administrative documents proving the *Claim* and its circumstances (invoice for the expenses incurred, police or fire brigade's report, etc.) proving the *Accident* that resulted in medical expenses.
 - ✓ Letter of reimbursement by the health insurance services as well as the letter of coverage or non-coverage by supplementary health insurance
 - ***In addition, for the "Ski Passes and Lessons" benefit***
 - ✓ The medical certificates and administrative documents proving the *Claim* and its circumstances (death certificate, police or fire brigade's report, etc.) proving the *Accident* having resulted in the partial or total non-use of the ski passes and/or lessons.
 - ✓ The bill for the ski passes and/or lessons.
 - ✓ For "season passes", a confirmation from the resort indicating the opening and closing dates of the ski area.
 - ***In addition, for the "Breakage of personal skis and ski boots" benefit***
 - ✓ The bill for purchase of personal skis and/or ski boots.
 - ✓ The bill for the hire of the replacement equipment proving the material nature of the *Claim*.
 - ***In addition, for the "Hire of Ski Equipment" benefit***
 - ✓ The bill for the hire of the *Ski Equipment*.
 - ✓ A statement from the hire company mentioning the material nature of the *Claim* and the costs payable by the *Insured*.
 - ✓ The complaint filed with the local authorities in the event of theft of the *Ski Equipment*.
 - ***In addition, for the "Third Party Liability" benefit***
 - ✓ A detailed statement by the *Insured* describing the *Happening* and the contact details of the injured *Third Party*.
 - ✓ The reply from the Comprehensive Home Insurer to the *Insured* following his or her notice of *Claim*.
 - ✓ The initial receipt for the items damaged and the corresponding bill for repairs.
 - ✓ Medical certificates.
 - ✓ Assessment reports proving the *Claim* and its circumstances.
 - ✓ Proof of payment for the repairs
 - ✓ The letters, summons, or formal notices specifically pertaining to the benefit
 - ***In addition, for the "Defence and Remedy" benefit***
 - ✓ The letters, summons, or formal notices specifically pertaining to the benefit

In addition, for the Hire Vehicle benefit

- ✓ The hire contract and the corresponding detailed invoice.
- ✓ The duly completed notice of *Claim* questionnaire, which will be sent to the *Insured* by CWI Distribution.
- ✓ In the event of theft or vandalism of the *Hire Vehicle*, the acknowledgement of the complaint filing issued by the competent authorities.
- ✓ The *Hire Vehicle* departure or return condition report(s) signed by both parties.
- ✓ The accident report, if the *Third Parties* are identified.
- ✓ Proof of payment by the *Insured* of the *Excess* or *Fixed Excess* or repairs justified by the invoice, cost estimate, or assessment report detailing them

CHAPTER 8 OVERVIEW OF THE TERRITORIALITY OF BENEFITS

Below you will find an overview of the territoriality pertaining to the benefits detailed in the previous paragraphs.

	Travel > 100 Km from home or place of work		Travel < 100 Km from home or place of work	
	Travel in France	Travel Abroad*	Travel in France	Travel Abroad*
Death/Disability				
<i>Insured Accident</i>	Yes	Yes	No	No
<i>Travelling Accident</i>	Yes	Yes	Yes	Yes
<i>Accident in Hire Vehicle</i>	Yes	Yes	No	No
Delayed Flight	Yes	Yes	No	No
SNCF Train Delay	Yes	No	No	No
Baggage Delay	Yes	Yes	No	No
Baggage loss, theft, or damage	Yes	Yes	No	No
Third Party Liability Abroad*	No	Yes	No	No
Hire Vehicle	Yes	Yes	No	No
Travel Alteration/Cancellation	Yes	Yes	No	No
Travel Curtailment	Yes	Yes	No	No
Snow and Mountain				
Costs of Search and Rescue	Yes	Yes	Yes	Yes
Costs of First Transportation	Yes	Yes	Yes	Yes
Medical Expenses in France	Yes	No	Yes	No
Ski Passes and Lessons	Yes	Yes	Yes	Yes
Breakage of personal skis and ski boots	Yes	Yes	Yes	Yes
Hire of <i>Ski Equipment</i>	Yes	Yes	Yes	Yes
Third Party Liability	Yes	Yes	Yes	Yes
Defence and Remedy	Yes	Yes	Yes	Yes

* **Abroad:** Any country outside Metropolitan France, the Principalities of Andorra and Monaco, Overseas Departments (Guadeloupe, Martinique, French Guyana, Reunion, and Mayotte), French Overseas Regions (French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy), or New Caledonia.