

## ODALYS VACANCES “MULTIRISQUE ESPRIT LIBRE” GENERAL PROVISIONS

No. 58 224 630

WINTER INSURANCE COVER		ASSISTANCE SERVICES	
WINTER INSURANCE COVER	Max. amounts including all taxes*	ASSISTANCE SERVICES	Amounts including all taxes*/person
<b>• TRIP CANCELLATION</b>  - Illness, accident or death - Job relocation, change to or refusal of paid leave dates by employer - Theft of identity card, passport - Other cancellation clauses - Insufficient or excessive snow Winter special	According to the conditions of sale, up to a maximum of €5,000/rental Excess €30/claim Excess of 20% of the amount of the loss, min. €30/claim  Excess €30/claim Excess 20% of the amount of the loss, minimum €30/claim	<b>• ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY</b> - Travel/repatriation - Return of insured family members or 2 insured companions - Hospitalisation support  - Accompanying children - Replacement driver - Prolongation of Trip - Early return in the event of hospitalisation of a family member	Actual Costs Return ticket + taxi costs  Return ticket and €80/night (Max 7 nights) Return ticket or escort One-way ticket or driver Hotel € 80/night (max 4 nights) Return ticket + taxi costs
<b>• TRIP INTERRUPTION COSTS</b> Refund of unused land-based services in the event of medical repatriation or early return	Pro rata temporis with a max. of €5,000/rental	<b>• MEDICAL COSTS ABROAD</b> - Additional refund of medical expenses and advance against hospital expenses (abroad only) - Dental Emergency <i>Medical expenses excess</i>	€ 30,500  € 160 € 30
<b>• REFUND OF SERVICES NOT USED IN THE EVENT OF INTERRUPTION OF SPORT OR LEISURE ACTIVITIES - WINTER SPECIAL</b>  In the event of an accident that prevents the practice of the sport or leisure activity: - Refund of sport or leisure activity packages already paid for but not used (ski lift, lessons and sports equipment hire packages) <i>Excess for ski cover</i>	Pro rata temporis Up to a maximum €300 /claim   1 Day	<b>• ASSISTANCE IN THE EVENT OF DEATH</b> - Transportation of body - Casket or Urn costs - Return of insured members of the family or a companion - Early return in the event of the death of a family member - Identification of body and death formalities	Actual Costs € 1,500 Return ticket + taxi costs  Return ticket + taxi costs  Return ticket and €80/night (Max 2 nights)
<b>• REMBOURSEMENT DES FRAIS D'REFUND OF RENTAL COSTS IN THE EVENT OF THEFT OR BREAKAGE, OR THEFT OF SPORTS EQUIPMENT</b>  Refund on production of receipts for renting replacement sports equipment of equivalent value	Maximum 8 days and €150/person		
<b>• PERSONAL ITEMS LEFT BEHIND AT THE HOLIDAY LET</b>  Refund of the cost of sending a personal item left behind at the holiday let	€150/claim Maximum 1 item/rental		

\* Applicable rate according to the legislation in force

<b>• TRAVEL ASSISTANCE</b> <i>Before the trip</i> - Travel information <i>During the trip</i> - Advance of bail abroad - Payment of legal fees abroad - Early return in the event of a Loss in the Domicile - Mountain search and rescue costs: • Search and rescue • Rescue on marked trails - Forwarding of urgent messages (from abroad only) - Sending of medicines - Assistance in the event of theft, loss or destruction of identity documents or means of payment		€ 15,300 € 1,600 Return ticket + taxi costs  € 1,600 Actual Costs  Postage costs Advance of €1,500
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\* Applicable rate according to the legislation in force

COVER	EFFECTIVE DATE	EXPIRY OF COVER
<b>TRIP CANCELLATION</b>	The day of subscription of this policy	The day of departure (place of invitation by the organiser on outward leg)
<b>OTHER COVER</b>	The day of departure (place of invitation by the organiser on outward leg)	The day of return from trip

The above cover (excluding "TRIP CANCELLATION") is applicable solely for the duration of the cover corresponding to the receipt issued by Odalys Evasion, for a maximum of 90 days from the date of departure.

## A FEW TIPS

### BEFORE YOU GO ABROAD

- Remember to bring forms suitable for the length and the nature of your Trip and for the country to which you are going (there is specific legislation for the European Economic Area). These forms are issued by the Health Insurance Scheme to which you are affiliated(e) so that in the event of illness or accident, you can claim your medical expenses directly from this organisation.
- If you travel in a country that is not part of the European Union and the European Economic Area (EEA), before your departure, you must check whether this country has concluded a social security agreement with France. To do this, you must ask your Health Insurance Scheme whether you are covered by this Convention and whether there are any formalities to be completed (obtaining a form, etc.).  
To obtain these documents, before your departure you must contact the competent organisation (in France, contact your Health Insurance Scheme).
- If you are undergoing treatment, remember to take your medication and to find out how they need to be transported, depending on your travel method and your destination.
- As we are unable to deal with emergencies ourselves, we advise you, especially if you practice a risky physical or mobile activity, or if you are travelling in an isolated area, to ensure beforehand that a emergency arrangements have been put in place by the competent authorities in the country concerned for responding to a possible request for help.
- In the event of the loss or theft of your keys, it would be helpful to know their numbers. Be sure to note these reference numbers.

- Similarly, in the event of the loss or theft of your identity documents or means of payment, it is easier to replace these documents if you have taken the trouble to make photocopies and to note the numbers of your passport, identity card and bank card, which you should keep separately.

### WHILE ON YOUR TRIP

If you are ill or injured, please contact us as soon as possible, once you have called the emergency services (ambulance, fire services, etc.), which we are unable to replace.

### NB

Certain medical conditions may place a limit on the conditions for the application of the policy. We advise you to read the general provisions of the policy carefully.

## GENERAL INSURANCE AND ASSISTANCE

### 1. OBJECT OF THE POLICY

The object of these General Provisions of the MULTIRISQUE ESPRIT LIBRE insurance policy No. 58 224 630, concluded between Europ Assistance, a company governed by the French Insurance Code, and the Policyholder, is to set out the reciprocal rights and obligations of Europ Assistance and the Insureds named below. This policy is governed by the French Insurance Code.

### 2. DEFINITIONS

#### A. DEFINITIONS COMMON TO ALL THE INSURANCE AND ASSISTANCE SERVICE COVER

In this policy the following definitions shall be used:

#### Accident (personal)

A sudden and fortuitous event affecting the Insured, with no intent on the part of the victim, that results from the sudden action of an external cause.

#### Insured

The Insured are natural persons who have booked a Trip through Odalys Vacances and have purchased the MULTIRISQUE ESPRIT LIBRE policy no. 58 224 630 taken out by Odalys Evasion for their benefit and for that of the named persons sharing the holiday let.

These persons must be resident in Western Europe, the DROM, New Caledonia or French Polynesia.

In this policy the Insureds are also designated by the term "you".

#### Insurer/Assistance services provider

Insurance and assistance services cover is underwritten and provided by Europ Assistance, a company governed by the French Insurance Code, a limited company with capital of €46,926,94, Nanterre Trade & Companies Register no. 451 366 405, whose registered office is located 1, Promenade of the Bonnette, 92230 Gennevilliers, France.

In this policy, Europ Assistance is replaced by the term "we".

#### Terrorist attack

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

This Attack should be recognised by the Ministry for Europe and Foreign Affairs.

#### Natural disaster

Phenomenon of natural origin such as earthquake, volcanic eruption, tidal wave, flood or a natural disaster, caused by the abnormal intensity of a natural event and recognized as such by the public authorities in the country in which it occurred.

#### Domicile

Your primary and usual place of residence mentioned as your home address on your income tax demand is regarded as your Domicile. It must be in Western Europe, the DROM (Departments and overseas regions), New Caledonia or French Polynesia.

## **DROM**

DROM means Guadeloupe, French Guiana, Martinique, Mayotte and Reunion Island.

## **Abroad**

The term "Abroad" means the whole world, with the exception of your country of Domicile and countries excluded.

## **Western Europe**

"Western Europe" means the following countries: Germany, Andorra, Austria, Belgium, Denmark, Spain, Finland, metropolitan France, Gibraltar, Greece, Ireland, Italy and islands, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Sweden and Switzerland.

## **Event**

Any situation provided for in these general provisions at the origin of a request for intervention from the Insurer/ Assistance Services Provider.

## **France**

The term France means Metropolitan France and the Principality of Monaco.

## **Excess**

The portion of the costs for which you remain liable.

## **Hospitalisation**

Any admission of an Insured, certified by a hospitalisation form, to a medical centre (hospital or clinic), prescribed by a doctor as a result of illness or accident and requiring at least one overnight stay.

## **Holiday Let**

The Holiday Let booked by the Insured via the Policyholder must meet all of the following conditions:

- the rented premises can be any type of accommodation in a building, including bed and breakfast, caravans, camping cars, house boats and mobile homes,
- the premises must be located in France or Abroad,
- the premises must be furnished,
- the rented premises must not be the Insured's company accommodation,
- the rental must be granted for a maximum period of 90 consecutive days, non-renewable, for a holiday Trip,
- the Insured must not be the owner, legal owner or beneficial owner of the rented premises.

## **Illness**

Pathological state duly confirmed by a medical doctor, requiring medical care and of a sudden and unforeseeable nature.

## **Family member**

By family member we mean the spouse, civil or common law partner living under the same roof, the legitimate, natural or adopted children of the insured, the father, mother, brothers and sisters, grandparents, parents-in-law (i.e. parents of the spouse of the insured) and grandchildren.

## **Forgotten items**

By forgotten items we mean any object or clothing belonging to the Insured left behind at the Holiday Let.

## **Trip**

By trip we mean any Trip by the Insured of a maximum non-renewable duration of 90 consecutive days in a Holiday Let.

## **Loss at Home**

Fire, burglary, or water damage occurring to your Domicile during your Trip, as evidenced by the documents stipulated in connection with the "EARLY RETURN IN THE EVENT OF AN INCIDENT AT YOUR DOMICILE DURING A TRIP" benefit.

## **Policyholder**

Odalys Evasion, a limited liability company with capital of €7,500, registered in the Paris Trade and Companies Register under number 511 929 739 and whose registered office is located at 2 rue de la Roquette, Passage du Cheval Blanc, Cour de Mai, 75011 Paris, which is taking out this policy for the benefit of the Insureds.

## **B. DEFINITIONS SPECIFIC TO SERIOUS ACCIDENT INSURANCE COVER**

A sudden and fortuitous event affecting any natural person, with no intent on the part of the victim, that results from the sudden action of an external cause and prohibits him or her from moving by his or her own means.

## **Cancellation**

The outright cancellation of a trip that you have booked due to the reasons and circumstances resulting in the application of the "TRIP CANCELLATION" cover, which are listed in the

"Trip cancellations" chapter, as evidenced by a cancellation receipt issued by the trip organiser.

## **Serious Illness**

Pathological state duly confirmed by a medical doctor, formally forbidding the patient from leaving home and requiring medical care and the absolute cessation of any professional activity.

## **Loss**

By loss we mean any hazard covered by this policy.

## **3. WHAT TYPES OF TRIP ARE COVERED?**

The cover under the MULTIRISQUE ESPRIT LIBRE policy applies to Holiday Lets:

- only whose dates, destination and cost are shown on the receipt issued to the Insured by Odalys Evasion,
- and whose duration does not exceed 90 consecutive days.

## **4. WHAT IS THE GEOGRAPHIC COVERAGE OF THE POLICY?**

The insurance cover and assistance services apply worldwide.

**EXCLUSIONS: in general, countries in a state of civil or foreign war, recognised political instability or affected by popular uprisings, riots, acts of terrorism, reprisals, restriction on the free movement of persons and goods (for whatever reason, including health, safety, weather, etc.), or radioactive decay or any irradiation from a radioactive energy source.**

**To inform you before your departure, please contact our points of sale or our Customer Service department on 01 41 85 85 41.**

**The countries referred to below in Clause 5 are also excluded. INTERNATIONAL SANCTIONS.**

## **5. INTERNATIONAL SANCTIONS**

**Europ Assistance will not provide any cover, will not cover the cost of services and will not provide any service described in this document if this could expose it to a sanction, a prohibition or international restriction as defined by the United Nations, the European Union or the United States of America. For more information see <https://www.europ-assistance.com/en/who-we-are/international-regulatory-information> (in English) or <https://www.europ-assistance.com/fr/nous-connaître/informations-reglementaires-internationale> (in French).**

**Accordingly, and together with any other territorial exclusion defined in this document, the services are not provided in the following countries and territories: North Korea, Syria, Crimea, Iran and Venezuela.**

**For US nationals travelling to Cuba, the provision of assistance services or payment of a benefit is conditional on the provision of proof that the trip to Cuba is in compliance with the laws of the United States. American citizens are deemed to include any person, in any location, who is a U.S. citizen or usually resides in the United States (including holders of a green card) as well as any capital company, partnership, association or other organisation, whether or not incorporated there or operating businesses there owned or controlled by such persons.**

## 6. HOW TO USE OUR SERVICES

### A. IF YOU NEED ASSISTANCE

In an emergency, you must contact the primary local emergency services for any problem within their remit.

In any event, we cannot replace local public services or the operators that we are required to use under local and/or international regulations.

To help us to help you, we recommend that you prepare your call.

We will ask you for the following information:

- Your surname(s) and first name(s),
- Your precise location, the address and a phone number where we can reach you,
- Your Europ Assistance policy number (58 224 630).

You must:

- call us immediately on: 01 41 85 99 80  
(from abroad +33 1 41 85 99 80), fax: 01 41 85 85 71  
(+33 1 41 85 85 71 from abroad),
- obtain our prior agreement before take any initiative or to incurring any expense,
- follow the solutions that we recommend.

### B. WHAT ARE THE TERMS OF APPLICATION OF THE COVER AND SERVICES?

We reserve the right to request all necessary documentation in support of any assistance or insurance request (death certificate, proof of kinship, proof of the age of the children, proof of domicile, expense receipts or tax demand, provided that you have blacked out all the information contained therein except your name, your address and the persons included in your tax return).

We intervene on the express condition that the Event that requires us to provide the service was unknown at the time of purchasing the policy and at the time of departure.

**Events resulting from a pre-existing, diagnosed and/or treated illness and/or injury resulting in continuous hospitalisation, or day care, or outpatient care in the six months preceding the assistance request, regardless of whether it concerns the appearance or worsening of said condition.**

In the event that Europ Assistance is required to launch an intervention due to lack of checks, insufficient information or erroneous information with regard to the information to be provided to Europ Assistance, the intervention costs thus incurred by Europ Assistance will be re-invoiced to the Policyholder and payable on receipt of the invoice, at the expense of the Policyholder if he wishes to recover the amount from the person requesting assistance if they are not the Insured.

### C. YOU WANT TO DECLARE A LOSS COVERED BY THE INSURANCE:

In the five business days after you learn of the loss, you or any person acting on your behalf must declare your loss to the following address:

- On the website: [www.declare.fr](http://www.declare.fr)
- By email: [sinistre@declare.fr](mailto:sinistre@declare.fr)
- By letter: **GRITCHEN AFFINITY, Service Sinistre  
27, rue Charles Durand, CS70139  
18021 BOURGES cedex**

If you fail to meet these deadlines, for this Loss you will lose the benefit of the cover under your policy if we are able to determine that the delay has caused us harm.

### D. MULTIPLE COVER

If the risks covered by this policy are covered by another insurance policy, you must inform us of the name of the Insurer with which another policy has been taken out (article L. 121-4 of the French Insurance Code) as soon as you become aware of this information and no later than when the loss is declared.

### E. FALSE DECLARATIONS

**If they change the object of the risk or reduce our opinion of it: any withholding of information or deliberately false statement by you shall result in the annulment of the policy. The premiums paid shall remain ours, and we will be entitled to require the payment of premiums due, as provided for in article L. 113-8 of the French Insurance Code,**

- **any omission or incorrect declaration by you whose bad faith has not been established shall result in the termination of the policy 10 days after notification is sent to you by registered letter and/or a reduction of compensation is applied in accordance with article L. 113-9 of the French Insurance Code.**

### F. FORFEITURE OF COVER AND SERVICES FOR FRAUDULENT DECLARATIONS

**In the event of a Loss or request for intervention under the insurance cover and/or the assistance services (provided for in these General Provisions), if you knowingly present inaccurate documents as evidence, use fraudulent means or make inaccurate or partial statements, you will be disqualified from any right to insurance cover and to the assistance services provided for in these General Provisions, for which these statements are required.**

### 7. WHAT SHOULD YOU DO WITH YOUR TICKETS?

When transportation is organised and covered in application of the clauses of the policy, you agree to either reserve for us the right to use the tickets in your possession or to repay us the sums that the issuer of your tickets should refund to you.

## OUR INSURANCE COVER

### INSURANCE COVER

#### TRIP CANCELLATION

#### 1. WHAT IS COVERED

If you are forced to cancel your trip before departure, we will reimburse you, **up to a maximum amount and with the Excess shown in the Table of Cover Amounts below**, the cancellation fees incurred on the day of the loss (deposits or any sum retained by Odalys Evasion) in accordance with the general conditions of sale of the rental (**excluding claim costs, taxes and the insurance premium related to the Trip, less any refunds paid by Odalys Evasion in respect of the cancellation**).

**This cover only applies in the event of full cancellation of the rental.**

#### 2. IN WHICH CASES DO WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of any other.

**SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH (including the aggravation of pre-existing conditions and the after effects of a previous accident):**

- of you, your spouse or common-law partner or of one of the persons accompanying you, provided that they are mentioned on the same receipt related to this Insurance Policy,
- of your ascendants or descendants and/or those of your spouse, or those of the person accompanying you, provided that this person appears on the same receipt related to this Insurance Policy,
- of your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
- of your professional replacement, provided that his name is mentioned when registering for the Trip,
- of the person responsible, during your Trip, for:
  - caring for your minor children, provided that their name is mentioned when taking out the policy,
  - caring for a disabled person, provided that they live under the same roof as you and you are their legal guardian, and their name is mentioned when taking out the policy.

#### REDUNDANCY of

- yourself,
- your spouse,

The decision or the invitation to a preliminary interview was not known at the time of booking your Trip or taking out this policy.

#### A COURT SUMMONS SOLELY IN THE FOLLOWING CASES:

- you are called for jury service,
- in connection with the adoption of a child,
- an expert is appointed, requiring your presence.

The date of the summons must coincide with the period of your Trip.

### CONVOCATION TO AN EXAMINATION RESIT

Following an exam failure not known when booking the Trip (university studies only), the resit must take place during your Trip.

### DESTRUCTION OF PROFESSIONAL AND/OR PRIVATE PREMISES

%Occurring after the date on which this policy was taken out, as a result of fire, explosion or water damage, provided that the said premises are more than 50% destroyed.

### THEFT IN PROFESSIONAL OR PRIVATE PREMISES

The importance of this theft must require your presence and occur in the 48 hours prior to your departure.

### BEING OFFERED A JOB OR AN INTERNSHIP IF THE INSURED IS REGISTERED UNEMPLOYED (JOB CENTRE)

Commencing before or during your Trip.

### JOB RELOCATION, CHANGE TO OR REFUSAL OF PAID LEAVE DATES BY EMPLOYER

The leave must have been granted by the employer before booking the Trip. The following socio-professional categories are excluded from this cover: business leaders, management, liberal professions, craftsmen, merchants and entertainment industry professionals (*intermittents du spectacle*).

**You are required to pay the excess indicated in the Table of Cover Amounts.**

### REFUSAL OF TOURIST VISA BY THE AUTHORITIES OF THE COUNTRY

No application must have been made in advance and refused by these authorities for this same country. Proof from the Embassy will be required.

### THEFT OF IDENTITY CARD OR PASSPORT

In the 48 hours prior to departure, if these documents are indispensable for your Trip.

**You are required to pay the excess indicated in the Table of Cover Amounts.**

### SERIOUS DAMAGE TO YOUR VEHICLE

Occurring within the 48 hours prior to your departure, and the vehicle is not repairable within the time required to get to your destination on the originally scheduled date and if your vehicle is essential for you to get there.

### TERRORIST ATTACK

Cover will apply if, during the 48 hours preceding the date of the beginning of the Trip, a terrorist attack occurs within a radius of 100 kilometres from the resort.

### NATURAL DISASTER

Cover shall apply in the event of a natural disaster occurring on the Resort within the 48 hours preceding the beginning of the Trip, resulting in a prohibition on staying at the Resort by the local or government authorities during the period of the planned Trip.

### RESORT CLOSURE IN THE EVENT OF MARINE POLLUTION

Cover shall apply in the event of a ban on access to the Resort, ordered by local or government authorities within a radius of 5 km as a result of marine pollution.

### INSUFFICIENT OR EXCESSIVE SNOW - WINTER SPECIAL

Cover shall apply, **after deducting the maximum and the Excess shown in the Table of Cover Amounts**, in the event of insufficient or excessive snow if it occurs:

- in a skiing area located at altitude of more than 1,200 metres,
- for any departure during the period when ski resorts are open, if it results in the closure of more than 2/3 of the ski lifts normally in service at your Resort for at least two consecutive days in the five days preceding your departure.

**TRIP CANCELLATION cover does not cover being unable to leave due to the practical organisation of the trip by the organiser (tour operator, airline company) including in the event of flight-only booking and/or its failure (strike, cancellation, postponement or delay) or due to accommodation or security conditions at the destination.**

### 3. HOW MUCH DO WE PAY OUT?

We pay the amount of the cancellation fees incurred on the day of the event covered, in accordance with the general conditions of sale of Odalys Evasion, **subject to the maximum and the excess shown in Table of Cover Amounts.**

### 4. HOW SOON MUST WE DECLARE THE LOSS?

You must notify Odalys Evasion immediately and notify us **within 5 business days** of the event covered by the policy. To do so, you must follow the instructions given in the Chapter **GENERAL INSURANCE AND ASSISTANCE INFORMATION/5. HOW TO USE OUR SERVICES /C. YOU WANT TO DECLARE A LOSS COVERED BY THE INSURANCE** under these General Provisions.

**In the event of late cancellation and/or declaration by you, we will only cover the cancellation fee payable on the date of the occurrence of the Loss that gave rise to the Cancellation.**

### LIMITATION OF COVER

**The compensation due under this cover may not exceed the actual amount of the penalties charged as a result of the cancellation of the Trip. Claim costs, taxes, stamp costs and the insurance premium are not refundable.**

### 5. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

Your declaration must be accompanied by:

- in the event of an Illness or Accident, a medical certificate specifying the origin gravity and the foreseeable consequences of the Illness or Accident, together with a photocopy of your medical leave certificate if you are an employee,
- in the event of death, the death certificate and proof of kinship,
- in the event of dismissal on economic grounds, a photocopy of the letter of dismissal, a photocopy of the employment contract and a photocopy of the payslip confirming any final balance payable,
- any documentary evidence confirming the lack or excess of snow at the resort (winter),
- in all other cases, any documentary evidence.

**The medical certificate must be enclosed in a sealed envelope for the attention of the medical adviser we appoint for you.**

**To this end, you must release your doctor from medical secrecy vis-a-vis this medical adviser. Under penalty of forfeiture, if the Insured is claiming against the policy he must hand over all the contractually required documents and cannot, other than in a force majeure event, claim to be unable to produce them for any reason. If you object without a valid reason you may lose your right to cover.**

**By express agreement, you grant us the right to make cover subject to compliance with this condition.**

**You must also send us any information or document requested in order to justify the reason for your Cancellation, and in particular:**

- statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- the original cancellation receipt issued by Odalys Evasion,
- the number of your insurance policy (58 224 630),
- the registration form issued by Odalys Evasion,
- in the event of an Accident, you must describe its causes and circumstances and provide us with the names and addresses of the persons responsible and any witnesses.

### TRIP INTERRUPTION COSTS

#### 1. WHAT IS COVERED

We will reimburse you on a pro rata temporis basis, up to the **amounts indicated in the Table of Cover Amounts**, the costs of the Trip, insured with Odalys Evasion, already paid but not used (**transport not included**), from the day following the Event that resulted in you cutting short your Trip, in the following cases:

- following your transportation/repatriation, organised by us or by another assistance company,
- if a close relative (your spouse or an ascendant or descendant of you or your spouse) is hospitalised or dies, or if one of your brothers or sisters dies, and you have to cut short your Trip as a result,



- if a loss (burglary, fire, water damage) occurs at your home and necessitates your presence, and you have to cut short your Trip as a result.

## 2. HOW MUCH DO WE PAY OUT?

The payout is based on the number of unused days of your Trip and the number of persons who effectively vacated the Resort premises.

Compensation is paid within **the limits indicated in the Table of Cover Amounts per rental**, but not exceeding the limit per Event.

**In calculating the compensation, registration costs, taxes, the insurance premium relating to the Trip and any refund or compensation paid by Odalys Evasion due to the interruption will be deducted.**

## REFUND OF SERVICES NOT USED IN THE EVENT OF INTERRUPTION OF SPORT OR LEISURE ACTIVITIES - WINTER SPECIAL

### 1. WHAT IS COVERED

We will reimburse you, on a pro rata temporis basis and up to the **amounts indicated in the Table of Cover Amounts**, the costs of sports or leisure packages already paid for but not used (**transport not included**), if you have to stop practising these activities for one of the following reasons:

- transport/repatriation, as defined in these General Provisions,
- a sport-related accident that according to a medical doctor prevents the Insured from practising the sport, on presentation of a detailed medical certificate,

Mountain skiing: ski lift, ski lessons and equipment hire packages constitute a single activity package paid for by you during your Trip.

### 2. HOW MUCH DO WE PAY OUT?

The allowance is:

- based on the number of unused days of a sport or leisure package,
- due from the day following the total stoppage of the activities covered,
- calculated on the basis of the total price per person of the activity package, as evidenced by the original receipts, **up to the amount indicated in the Table of Cover Amounts.**

Claim costs, visas, insurance, tips, and refunds or compensation granted by the organisation from which you purchased your activity package are not taken into account when calculating the compensation.

## REFUND OF RENTAL COSTS FOLLOWING THEFT OR BREAKAGE OF SPORTS EQUIPMENT

### 1. WHAT IS COVERED

In the event of theft or breakage of your own or hired sports equipment, on presentation of the original receipts we will refund you the cost of hiring replacement sports equipment of equivalent value for a maximum duration of eight days, **up to the maximum amount indicated in the Table of Cover Amounts.**

This refund will be paid on presentation of the following receipts:

- in the case of theft or breakage of your sports equipment: receipt for the purchase of your sports equipment together with the receipt for the hire of new sports equipment,
- in the case of theft of hired sports equipment: the original receipt for the hire of the sports equipment that has been stolen or broken, together with the receipt for hiring replacement sports equipment.

## PERSONAL ITEMS LEFT BEHIND AT THE HOLIDAY LET

### 1. WHAT IS COVERED

On presentation of the original receipt for sending the forgotten Item, and **within the limit indicated in the Table of Cover Amounts, we will reimburse you** the cost of sending the forgotten Item from the place of the Holiday Let to your Domicile.

The cover applies to one forgotten Item per Holiday Let, it being specified that said forgotten item must not exceed the following weight and dimensions:

- Weight: up to 10kg;
- Dimensions: the sum of the length, width and height of the package must not exceed 150 centimetres.

Under no circumstances can the Insurer be held responsible for:

- delays attributable to the transporters responsible for delivering the forgotten Item,
- the breakage, loss, damage or theft of the forgotten Item during delivery,
- consequences arising due to the nature of the forgotten Item,
- a refusal by national or international customs offices to authorise shipping of the forgotten Item.

### 2. WHAT IS NOT COVERED

In addition to the general exclusions mentioned in the paragraph "What are the general exclusions applicable to the policy?" in the "POLICY FRAMEWORK" chapter, and the general exclusions applicable to insurance cover in Chapter 2, the following are excluded:

- any object covered by national, European and international hazardous products regulations, in particular as defined by the regulations of the International Civil Aviation Organisation (ICAO),
- any objects containing explosives, ammunition, gas, solid and liquid inflammable materials, oxidizing substances, toxic and/or infectious diseases, corrosive or radioactive products, batteries and lithium batteries,
- any objects that due to their nature, packaging or packing may present a danger for personnel, third parties, the environment, transport equipment safety or could damage other objects transported, machines, vehicles or property belonging to third parties,
- items that are counterfeit and/or against the laws and regulations in force,
- narcotics or any other illegal substance,
- firearms,
- items that require controlled temperature transport,
- audiovisual publications or media prohibited by any applicable law or regulation,
- live or dead animals,
- any content whose transport by post could harm human dignity, integrity or respect for the human body, including ashes and funeral remains,
- banknotes, marketable securities, payment cards, and metal coins having legal tender intended for circulation in France, and precious metals,
- precious stones, fine pearls, identity papers and any other valuables,
- objects whose transport constitutes a commercial operation and objects intended for sale,
- motor engines, automobile accessories, gardening equipment, objects containing liquids, furniture,
- household or computer appliances and accessories, hi-fi equipment, musical instruments.

### 3. HOW MUCH DO WE PAY OUT?

We cover the costs of sending the forgotten Item, **up to the maximum indicated in the Table of Cover Amounts.**

### 4. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

Your declaration, within 30 business days from the date of dispatch, except in a fortuitous or force majeure event, must include:

- your policy number (58 224 630),
- a copy of the rental agreement,
- and the original receipt for postal charge issued by the transporters responsible for delivering the forgotten Item

## GENERAL EXCLUSIONS APPLICABLE TO THE INSURANCE COVER

In addition to the general exclusions mentioned in the paragraph "What are the general exclusions applicable to the policy?" in the POLICY FRAMEWORK chapter, the following are excluded:

- cancellation as a result of a person being hospitalised at the time of booking your Trip or taking out this policy,
- illness requiring psychic medication and/or psychotherapy (including for nervous depression) except where it has resulted in hospitalisation of more than 4 consecutive days when your Trip was cancelled,
- forgotten vaccinations,
- accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, any airborne sport, as well as those resulting from participation in or training for games or competitions,
- failure to present, for any reason whatsoever, documents essential to the Trip such as passport, visa, travel tickets, vaccination cards, except in the event of a theft on the day of departure of the passport or identity card, duly declared to the competent authorities,
- illnesses, accidents that have been the subject of an initial observation, a relapse, an aggravation or hospitalisation between the date on which you booked your Trip and the date on which you took out this policy,
- claim fees, taxes, stamp costs and insurance premiums related to the Trip,
- The consequences of an outbreak or a pandemic of any infectious disease, including outcome of new strain, recognized by the World Health Organisation (WHO) or any competent authority of the country of Domicile or of any foreign country which should be visited or crossed during the Trip.  
This exclusion shall not apply in the event of Serious Illness or Death covered by these General Provisions,
- The consequences of quarantine measures and restrictions on movement decided by a competent authority, which could affect the Insured before or during their Trip,
- Trips to regions or zones in which Travel is officially discouraged by the governmental authorities of the country of Domicile of the Insured.  
This exclusion shall not apply to Trip Cancellation cover.

## ASSISTANCE TO PERSONS

### OUR ASSISTANCE SERVICES

#### 1. WHAT IS COVERED

##### A. ASSISTANCE TO PERSONS IN THE EVENT OF ILLNESS OR INJURY DURING A TRIP

###### A.1. TRANSPORT/REPATRIATION

If you fall ill or are injured during a Trip in your country of Domicile, our doctors will make contact with the local doctor who treated you following the illness or accident.

The information obtained from the local doctor and possibly from your usual general practitioner will help our doctors to decide whether to initiate and organise, depending solely on your medical requirements:

- your return to your Domicile, or
- your transfer, where necessary under medical supervision, to a suitable hospital department near your Domicile, by light medical vehicle, ambulance, train (seated place in first class, first class berth or sleeping car), by airline or medical airplane.

Similarly, based solely on your medical requirements and on the decision of our doctors, in some cases we can initiate and organise initial transport to a local healthcare centre before considering a return to a facility near your home.

Only your medical situation and compliance with the sanitary regulations in force will be taken into consideration when making the decision to transfer you, the choice of the means used for this transfer and the choice of the place of any hospitalisation.

#### IMPORTANT

It is in this regard expressly agreed that to avoid any conflict with medical authorities, the final decision to act ultimately belongs to our doctors.

Moreover, if you refuse to comply with the decision considered the most appropriate by our doctors, you release us from all liability, especially if you return by your own means or if your health deteriorates.

#### A.2. RETURN OF MEMBERS OF THE INSURED'S FAMILY OR TWO ACCOMPANYING PERSONS

If you are repatriated by us following a decision by our Medical Department, we organise the transfer of the Insured members of your family or of two insured persons who were travelling with you so that, if possible, they can accompany you during your return.

This transfer will be either:

- with you, or
- individually.

We cover the travel costs of this (these) insured person(s), by first class train or economy class air travel, as well as taxi costs on departure so that they can get from their Resort to the station or to the airport and, on arrival, from the station or airport to their Domicile.

**This benefit is not available in conjunction with the "HOSPITALISATION SUPPORT" benefit.**

#### A.3. HOSPITALISATION SUPPORT

If you are hospitalised in the place where you fell ill or had an accident, and our doctors determine from the information provided by the local doctors that your return may not take place before five days, we organise and pay for the return trip from your country of Domicile, by first class train or by economy class air travel, of a person of your choosing so that they can be at your bedside.

We also pay this person's hotel expenses, (bed and breakfast), **up to the amount indicated in the Table of Cover Amounts.**

**This benefit is not available in conjunction with the "RETURN OF MEMBERS OF THE INSURED'S FAMILY OR TWO ACCOMPANYING PERSONS" benefit.**

#### A.4. CHILD CARE

If as a result of illness or injury you are unable to take care of your insured children below age 18 or disabled major children travelling with you, we organise and pay for the return trip, by first class train or economy class air travel from your country of Domicile, of a person of your choosing or one of our escorts to bring your children back to your country of Domicile or to the home of a family member chosen by you, by first class train or by economy class air travel.

The cost of your children's' tickets is not covered.

#### A.5. REPLACEMENT DRIVER (ZONES 1 AND 2 ONLY)

If you fall ill or are injured during your Trip, and If your state of health prevents you from driving your vehicle and none of your passengers can replace you, we arrange:

- either a driver to return the vehicle to your Domicile by the most direct route.

We pay the driver's travel expenses and salary,

- or a first class train ticket or economy class air ticket from your country of Domicile so that you can either recover your vehicle at a later date, or a person designated by you can fetch the vehicle.

**Travel costs (fuel, tolls if any, ferry crossings, hotel and restaurant bills of any passengers) are not covered.**

The driver operates according to the regulations in force that apply to his or her profession. This cover applies if your vehicle is adequately insured, in perfect working order, conforms to national and international Highway Codes and meets MOT or equivalent road worthiness standards. If this is not case, we reserve the right not to send a driver and arrange and pay for a first class train ticket or

economy class air ticket instead, so that you can go and fetch the vehicle.

#### A.6. PROLONGATION OF TRIP

If as a result of an accident or illness occurring during your Trip, you have to extend your Trip beyond the original return date, in the following cases:

##### • Hospitalisation:

If you are hospitalised and our doctors determine from the information provided by the local doctors that this hospitalisation should continue beyond your original return date, we pay the accommodation expenses (bed and breakfast) of an insured companion, **up to the amount indicated in the Table of Cover Amounts**, so that he or she can stay with you. If you are on a tour or a cruise, these costs may be paid before the original return date if they constitute costs due to additional accommodation not included in the price of the package tour paid by the insured companion.

##### • If you are immobile:

If you are immobile and our doctors determine from the information provided by the local doctors that you must remain immobile beyond your original return date, we pay the accommodation expenses (bed and breakfast) of yourself and/or an insured companion, **up to the amount indicated in the Table of Cover Amounts**. If you are on a tour or a cruise, these costs may be paid before the original return date if they constitute costs due to additional accommodation not included in the price of the package tour paid by yourself or by the insured companion.

In both cases, our coverage ceases from the day our doctors determine from the information provided by the local doctors that you can resume your interrupted trip or return to your Domicile.

#### A.7. EARLY RETURN IN THE EVENT OF HOSPITALISATION OF A FAMILY MEMBER

If during your Trip you learn that in your absence, a family member has been seriously and unexpectedly hospitalised in your country of Domicile, so that you can go to the bedside of the hospitalised person in your country of Domicile, we will arrange:

- either your return trip, or
- a one-way ticket for you and for an insured person of your choice to travel with you,

and pay the cost of a first class train ticket or economy class air ticket to your country of Domicile and, if necessary, taxi costs on departure so that you can get from your Resort to the station or to the airport and, on arrival, from the station or airport to your Domicile.

If you do not produce supporting documents (hospitalisation form, proof of kinship) within 30 days, we reserve the right to charge you for benefit in full.

#### A.8. ADDITIONAL REIMBURSEMENT OF MEDICAL EXPENSES (ABROAD ONLY)

**To receive these reimbursements, you must belong to a primary health insurance scheme (Social Security) or any provident scheme, and on returning to your country of Domicile or while abroad, perform all the necessary steps to recover these costs from the organisations concerned and send us the supporting documents listed below.**

For the application of this benefit, it is recalled that the term "France" means Metropolitan France, the Principality of Monaco and the DROM. Insured persons domiciled in a DROM will therefore not be considered as travelling abroad when travelling in metropolitan France or the Principality of Monaco, and vice versa.

Before leaving for a Trip abroad, we advise you to bring forms relevant to the nature and the duration of the Trip and to the country to which you are travelling (for the European Economic Area and Switzerland, bring a European Health Insurance Card).

These forms are issued by the Health Insurance Scheme to which you are affiliated so that in the event of illness or accident, you can claim your medical expenses directly from this organisation.

##### **Nature of medical expenses that entitle you to additional reimbursement:**

The additional reimbursement covers the costs defined below, provided that they relate to care received abroad following an illness or injury that occurs abroad:

- medical expenses,
- the cost of medicines prescribed by a doctor or a surgeon,
- the cost of an ambulance or taxi ordered by a doctor for a local journey abroad,
- hospital expenses if you are deemed unfit to travel by our doctors after receiving information from the local doctor. The additional reimbursement of these hospital expenses will cease on the day we are able to transfer you, even if you decide to stay abroad
- Dental Emergency **up to the amount indicated in the Table of Cover Amounts.**

##### **Amount and terms of cover:**

We will reimburse you the balance of any medical expenses incurred abroad and payable by you after any reimbursement by Social Security, your health insurance and/or any other provident scheme, **up to the amounts indicated in the Table of Cover Amounts**, for the duration of the policy.

**An excess in the amount indicated in the Table of Cover Amounts** shall be applied in all cases by the Insured for the duration of the policy.

You (or your successors) therefore undertake to carry out, in your country of Domicile or abroad, all the necessary steps to recover these costs from the organisations concerned and to send us the following documents:

- the original statements of the social security and/or provident schemes showing the reimbursements received,
- photocopies of treatment forms confirming the charges incurred. If you do not, we will not be able to reimburse you.

If Social Security and/or the organisations to which you contribute do not pay the medical expenses incurred, we will reimburse you, **up to the maximum amounts indicated in the Table of Cover Amounts** and for the duration of the policy, provided that you send us beforehand the original receipts for medical expenses and confirmation from Social Security, the health insurance company and any other provident scheme that they will not pay your expenses.

#### A.9. ADVANCE ON HOSPITAL EXPENSES (ABROAD ONLY)

For the application of this benefit, it is recalled that the term "France" means Metropolitan France, the Principality of Monaco and the DROM. Insured persons domiciled in a DROM will therefore not be considered as travelling abroad when travelling in metropolitan France or the Principality of Monaco, and vice versa.

If you fall ill or are injured during your Trip abroad, as long as you are hospitalised we can advance your hospital expenses **up to the amounts indicated in the Table of Cover Amounts**.

This advance will be paid subject to the following cumulative conditions:

- for treatment prescribed with the agreement of our doctors,
- for as long as they deem you unfit for travel after receiving information from the local doctor.

No advance will be paid from the day we are able to transfer you, even if you decide to stay abroad.

In any event, you agree to reimburse us this advance no later than 30 days after receipt of our invoice.

To be reimbursed yourself, you will then need to perform the steps necessary to recover your medical expenses from the relevant organisations concerned.

This obligation applies even if you have followed the reimbursement procedures referred to above.

## B. ASSISTANCE IN THE EVENT OF DEATH DURING A TRIP

### B.1. TRANSPORT OF THE BODY AND COFFIN COSTS IN THE EVENT OF THE DEATH OF AN INSURED PERSON

If the Insured dies during a Trip, we will organise and pay the cost of repatriating the insured deceased's body to the place of their funeral in their country of Domicile.

We also exclusively cover all the costs necessitated by the preparation and specific arrangements for transport, excluding all other costs. In addition, we contribute to the cost of the casket or urn that the family obtains from the funeral provider of his choice, **up to the amount indicated in the Table of Cover Amounts** and on presentation of the original receipt.

Other costs (including funeral, hearse, burial) are payable by the family.



## **B.2. RETURN OF FAMILY MEMBERS OR AN INSURED COMPANION IN THE EVENT OF THE DEATH OF AN INSURED**

Where necessary, we organise and pay the cost of the return by first class train ticket or economy class air ticket and, where appropriate, taxi costs on departure and arrival, of an insured person or members of the Insured family that were travelling with the deceased so that he/they can attend the funeral, where the means initially planned for her/their return to their country of Domicile cannot be used.

## **B.3. EARLY RETURN IN THE EVENT OF THE DEATH OF A FAMILY MEMBER**

If during your Trip you learn that a family member in your country of Domicile has died,

to ensure that you can attend the funeral of the deceased in your country of Domicile we organise:

- either your return trip, or
- a one-way ticket for you and for an insured person of your choice to travel with you,

and pay the cost of a first class train ticket or economy class air ticket to your country of Domicile and, if necessary, taxi costs on departure so that you can get from your Resort to the station or to the airport and, on arrival, from the station or airport to your Domicile.

If you do not produce evidence (death certificate, proof of kinship) within 30 days, we reserve the right to charge you for benefit in full.

This benefit is paid provided that the date of the funeral is prior to the date originally scheduled for your return.

## **B.4. RECOGNITION OF BODY AND DEATH FORMALITIES**

If the Insured dies while he was alone abroad, and if the presence of a member of his family or a relative is necessary to perform the recognition of the body and the repatriation or cremation formalities in the Trip destination, we organise and pay the cost of the return trip by first class train ticket or economy class air ticket of this person from the country of Domicile of the deceased insured person up to the place of the death, together with accommodation costs, **within the limit of the amount indicated in the Table of Cover Amounts.**

## **C. TRAVEL ASSISTANCE DURING THE TRIP**

Before the Trip

### **C.1. TRAVEL INFORMATION (DAILY FROM 8.00AM TO 7.30PM FRENCH TIME, EXCEPT SUNDAYS AND HOLIDAYS)**

At your request, we can provide you with information concerning:

- the medical precautions to take before making a journey (vaccines, medicines, etc.),
- the administrative formalities to be completed before or during a trip (visas, etc.),
- the terms and conditions of travel (transport options, flight times, etc.),
- local living conditions (temperature, climate, food, etc.).

During the Trip

### **C.2. PAYMENT OF BAIL BOND AND COVERAGE OF LEGAL FEES (ABROAD ONLY)**

If you are on a Trip Abroad and you become the subject of judicial proceedings as a result of a traffic accident, and for no other reason, we pay any bail bond for you **up to the amount indicated in the Table of Cover Amounts.** You agree to reimburse us this advance within 30 days of receiving our invoice, or as soon as the bail bond has been refunded by the authorities if the refund occurs before the expiry of this deadline.

In addition, we pay local legal fees that you have incurred as a result, **up to the amount indicated in the Table of Cover Amounts,** on the condition that the acts of which you are accused are not liable for criminal sanctions in the legislation of the country.

This benefit does not cover judicial proceedings initiated in your country of Domicile following a road accident Abroad.

### **C.3. EARLY RETURN IN THE EVENT OF A LOSS AT YOUR HOME DURING A TRIP**

If during your Trip you learn of the occurrence of a Loss at your home and your presence is required for the completion of administrative formalities, we organise and pay the cost of a first class train ticket or economy class air ticket to your country of Domicile and, if

necessary, taxi costs on departure so that you can get from your Resort to the station or to the airport and, on arrival, from the station or airport to your Domicile.

## **C.4. FORWARDING OF URGENT MESSAGES (FROM ABROAD ONLY)**

If during your Trip you are unable to contact a person who is located in your country of Domicile, on a day and at a time of your choosing we will forward any message that you have given to us by phone.

**NB:** This service does not allow the use of the reverse charge calls. We cannot be held liable for the content of your messages, which shall remain subject to French legislation, including criminal and administrative law. Failure to comply with this legislation may result in our refusing to forward the message.

## **C.5. SENDING MEDICINES ABROAD**

If you are on a Trip Abroad and your medicines which are essential for the continuation of your treatment and whose interruption, in the opinion of our doctors, puts your health at risk, are lost or stolen, we will look for equivalent medicines locally, and should this occur we will organise a consultation with a local doctor who will be able to prescribe them for you. Medical and medicine costs are not covered.

If there are no equivalent medicines available locally, we will arrange for the medicines prescribed by your doctor to be sent to you, uniquely from France, and provided that he sends our doctors a copy of the prescription he has given you and that these medicines are available in local pharmacies.

We will pay the shipping costs and bill you the customs charges and the cost of buying the medicines, which you agree to reimburse us on receipt of our bill.

These shipments are subject to the terms and conditions of the shipping companies that we use. In any event, they are subject to the regulations and the conditions imposed by France and the national laws of each country as regards the import and export of medicines.

We disclaim all responsibility for the loss or theft of the medicines and any regulatory restrictions that could delay or prevent the shipment of medicines, as well as for the consequences arising therefrom. In any event, shipments of blood products and blood derivatives, products reserved for hospital use or products requiring special storage conditions, especially cold storage, and in general products not available from pharmacies in France.

Moreover, the cessation of the manufacture of medicines, withdrawal from the market or non-availability in France constitute cases of force majeure that could delay or prevent their delivery.

## **C.6. ASSISTANCE IN THE EVENT OF THE THEFT, LOSS OR DESTRUCTION OF YOUR IDENTITY DOCUMENTS OR YOUR MEANS OF PAYMENT**

If during your Trip your identity documents are lost or stolen, every day, from 8.00am to 7.30pm (French time) except Sundays and holidays, if you call our information service we will inform you how to proceed (filing of complaint, renewing your identity documents, etc.).

This information constitutes information of a documentary nature, as referred to in Article 66-1 of the amended law of 31/12/71. Under no circumstances should it be construed as legal consultation. Depending on the case, we will direct you to organisations or categories of professionals that should be able to advise you. We cannot under any circumstances be held liable for the interpretation or the use that you can make of the information given.

In the event of the loss or theft of your means of payments, credit card(s), cheque book(s) confirmed by a certificate of loss or theft issued by the local authorities, we will send you an advance of funds **up to the amount indicated in the Table of Cover Amounts** so that you can cover your essential expenses, subject to the following conditions precedent:

- either the payment by a third party by debiting the corresponding sum to a credit or debit card, or
- payment by your bank of the corresponding amount.

You will sign a receipt on delivery of the funds.

## **C.7. SEARCH AND RESCUE COSTS**

### **• SEA AND MOUNTAIN SEARCH AND RESCUE COSTS**

We pay the cost of search and rescue at sea and in the mountains (including off-piste skiing), **up to the amount indicated in the Table of Cover Amounts.**

Only the fees charged by a company duly approved for these activities may be reimbursed.

#### • COST OF RESCUE ON MARKED PISTES

If you have an accident while skiing on a marked piste, we pay the costs of emergency assistance from the site of the accident up to the closest treatment centre, without no limitation on amount.

Only the fees charged by a company duly approved for these activities may be reimbursed.

The benefit does not include organising or performing search and rescue.

## 2. WHAT IS NOT COVERED

We cannot under any circumstances replace local rescue organisations in an emergency.

In addition to the general exclusions mentioned in the paragraph "What are the general exclusions applicable to the policy?" in the "policy framework" chapter, the following are excluded:

- Trips to regions or zones in which Travel is officially discouraged by the governmental authorities of the country of Domicile of the Insured,
- the consequences of exposure to intentionally or accidentally diffused infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or with persistent neurotoxic effects,
- the consequences of intentional acts by you or the consequences of fraudulent acts, suicide attempts or suicides,
- pre-existing, diagnosed and/or treated health conditions and/or illnesses and/or injury resulting in continuous hospitalisation, day treatment in hospital or outpatient care in the six months preceding any request, regardless of whether it concerns the appearance or worsening of said condition.
- costs incurred without our agreement, or not expressly provided for by these General Provisions of the policy,
- charges not substantiated by original documents,
- losses that occurred in countries excluded from the cover or outside the policy validity dates, and in particular beyond the duration of your planned Trip abroad,
- the consequences of incidents occurring during motoring events, races or competitions (or their trials), subject by the regulations in force to the prior authorisation of the public authorities if you take part in them as a competitor, or during trials on a circuit subject to the prior approval of the public authorities, even if you use your own vehicle,
- Trips undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs,
- organising and paying for the transport referred to in the "Transport/Repatriation" chapter for minor ailments that could be treated locally and would not prevent you from continuing your Trip,
- requests for assistance relating to medically assisted procreation or termination of pregnancy, their consequences and the resulting costs,
- requests relating to surrogate fertilisation or motherhood, their consequences and the resulting costs,
- medical appliances and prostheses (dental, auditory, medical),
- thermal cures, their consequences and the resulting costs,
- medical expenses incurred in your country of Domicile,

- planned hospitalisations, their consequences and the resulting costs,
- optical costs (e.g., glasses and contact lenses),
- vaccines and vaccination costs,
- medical check-ups, their consequences and the related costs,
- plastic surgery, its consequences and the resulting costs,
- Stays in a rest home, their consequences and the resulting costs,
- rehabilitation, physiotherapy, chiropractic, their consequences and the resulting costs,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognised by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs,
- the cost of search and rescue in the desert,
- the organisation of search and rescue for persons, especially in the mountains, at sea or in the desert,
- the cost of excess baggage when travelling by air and the cost of transporting baggage if it cannot be transported with you,
- Trip cancellation costs,
- restaurant bills,
- customs duties,
- the consequences of quarantine measures and restrictions on movement decided by a competent authority, which could affect the Insured before or during their Trip.

## POLICY FRAMEWORK

This policy is governed by French law.

### 1. EFFECTIVE DATE AND TERM

The validity period of all cover corresponds to the Trip dates indicated on the receipt issued by Odalys Evasion, with a maximum duration of 90 consecutive days, with the exception of TRIP CANCELLATION cover, which takes effect on the day you take out the policy, and shall expire on the day of your departure for the Trip.

### 2. CANCELLATION IF YOU HAVE MULTIASSURANCE

In accordance with Article 112- of the French Insurance Code, if the Insured takes out an insurance policy for non-professional purposes and produces evidence of existing cover for one of the risks covered by this new policy, he may cancel the new policy, without cost or penalties, provided that it has not been executed in full and the Insured has not claimed against it, within a maximum of fourteen calendar days from the date of confirming the new policy.

This cancellation shall be notified by sending a letter to the following address:

**Cabinet GRITCHEN AFFINITY**  
27, rue Charles Durand, CS 70139  
18021, Bourges cedex, France.

The insurer will refund the amount of the premium paid by the Insured within thirty days of the date of the exercise of the right of cancellation, except where a loss covered by the policy occurs during the cooling-off period.

### 3. CANCELLATION IN THE EVENT OF REMOTE SALE

Pursuant to Article L.112-2-1 of the French Insurance Code, within 14 calendar days of the date on which you are informed that the policy is in place, you may cancel your policy without having to give a reason or pay penalties. In this event, you must inform us of your intention to cancel your subscription of the Holiday in France Insurance Policy by sending a registered letter with acknowledgment of receipt to the following address:

**EUROP ASSISTANCE - Service Gestion Clients,**  
1, promenade de la Bonnette  
92633 Gennevilliers cedex, France

as per the template below:

"I, the undersigned(e).....  
(Give your Name and Surname) wish to cancel my Holiday in France Insurance Policy (policy no.) taken out on..... (date).

Done at ....., on..... (date and signature)".

For the cooling-off period to be complied with, the Insured must send the cancellation notice before the cooling-off period expires.

However, once the Insured has declared a loss under the policy, he can no longer exercise this right of cancellation".

#### 4. HOW IS MATERIAL DAMAGE COVERED BY INSURANCE POLICY ASSESSED?

If the damage cannot be determined in person, it is assessed via a mandatory amicable appraisal, subject to our respective rights.

Each party shall choose its own appraiser. If these appraisers are unable to reach an agreement, they shall call on a third appraiser and shall operate jointly and by majority vote.

Unless one of us appoints an appraiser or the two appraisers agree on the choice of a third, the appointment shall be made by the Presiding judge of the High Court (Tribunal de Grande Instance) in the place where the loss occurred. This appointment shall be made on request, signed by at least one of us. The party that has not signed it shall be summoned to the appraisal by registered letter.

Each party shall pay the expenses and fees of its appraiser and, if applicable, half of those of the third.

#### 5. HOW LONG WILL IT TAKE FOR COMPENSATION TO BE PAID?

Settlement will take place within five days of the agreement reached between us or of the enforceable court decision.

#### 6. WHAT ARE THE LIMITATIONS IN A FORCE MAJEURE EVENT OR OTHER SIMILAR EVENTS?

We cannot under any circumstances replace local organisations in an emergency.

We cannot be held responsible for failures or delays in the delivery of services resulting from a force majeure event or events such as:

- civil or foreign wars, recognised political instability, popular uprisings, riots, acts of terrorism, reprisals,
- recommendations by the WHO or by national or international authorities or restrictions on the free movement of persons and goods, regardless of the reason, be it health, safety, meteorological, restriction or prohibition of air traffic,
- strikes, explosions, natural disasters, or radioactive decay or any irradiation from a radioactive energy source,
- delays and/or impediments in obtaining administrative documents such as entry and exit visas, passports, etc. required for you to travel within or outside the country where you are or to your entry into the country recommended by our doctors for your hospitalisation,
- the use of local public services or operators that we are required to use under local and/or international regulations,
- the absence or unavailability of suitable technical or human transport resources (including a refusal to intervene).

#### 7. EXCEPTIONAL CIRCUMSTANCES

For persons suffering from certain medical conditions or for pregnant women, passenger carriers (especially airlines) may impose restrictions that apply until the journey begins and which may change without prior notice (such as, for airlines: medical examinations, medical certificates, etc.).

As a result, the repatriation of these persons can only be carried out with the carrier's approval and, of course, in the absence of an unfavourable medical opinion (as provided for and in accordance with the terms and conditions set out in the "TRANSPORT/REPATRIATION" chapter) with regard to the health of the Insured or the unborn child.

#### 8. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE POLICY?

**The general exclusions of the policy are the exclusions common to all the insurance cover and assistance**

**services described in these General Provisions. The following are excluded:**

- **civil or foreign wars, riots, popular uprisings,**
- **the voluntary participation of an Insured in riots or strikes, brawls or assault,**
- **the consequences of radioactive decay or any irradiation from a radioactive energy source,**
- **unless exempted, earthquake, volcanic eruption, tidal wave, flood or natural cataclysm except pursuant to the provisions resulting from Law No. 82-600 of 13 July 1982 relating to compensation of the victims of natural disasters (for insurance cover),**
- **the consequences taking medicines, drugs, narcotics and similar products not prescribed by a doctor, and the abuse of alcohol,**
- **any deliberate act by you that may be covered by the policy.**

#### 9. SUBROGATION

After incurring costs in connection with our insurance cover and/or our assistance services, we are subrogated in the rights and actions that you may assert against the third parties responsible for the Loss, as provided for in article L. 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the costs that we have incurred in the execution of this policy.

#### 10. WHAT IS THE TIME LIMIT ON CLAIMS?

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

All actions deriving from an insurance policy are time barred by two years from the date of the event giving rise to it. However, this time limit applies:

- 1° In the event of the withholding of information, omission, or a false or inaccurate declaration concerning the risk incurred, only from the date on which the Insurer learns of it.
- 2° In the event of a Loss, only from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then. If the Insured's action against the Insurer is the result of recourse by a third party, the time limit runs only from the day on which the third party initiated court action against the Insured or received compensation from the latter.

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

The time limitation is interrupted by one of the ordinary causes of interruption of limitations and by the appointment of appraisers following a Loss. The limitation on the action may also be interrupted as a result of the sending of a registered letter with acknowledgement of receipt by the Insurer to the Insured in connection with the action for payment of the premium, and by the Insured to the Insurer regarding the payment of compensation.

##### Article L. 114-3 of the French Insurance Code:

By way of derogation from Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, change the length of the limitation period or add to the causes of its suspension or interruption.

The ordinary causes of interruption of limitation periods are defined in articles 2240 to 2246 of the French Civil Code: the recognition by the debtor of the right that it time limited (article 2240 of the French Civil Code), court action (articles 2241 to 2243 of the French Civil Code), an act of forced execution (articles 2244 to 2246 of the French Civil Code).

#### 11. COMPLAINTS - DISPUTES

In the event of a claim or dispute you should contact:

**GRITCHEN AFFINITY**

**27, rue Charles Durand, CS701139  
18021, Bourges cedex, France**

If the complaint handling time is to exceed ten business days, an interim letter will be sent to you during this period. A written response to the complaint will be sent no later than two months from the date of receipt of the initial complaint.

If you have bought your policy through an intermediary and your request relates to its duty to advise and inform, or concerns the marketing terms and conditions of your policy, your complaint must be sent exclusively to this intermediary.

If the dispute persists after a review of your request by our Customer Feedback Department, you will be able to refer it to the Mediator by post or by Internet:

**La Médiation de l'Assurance,  
TSA 50110  
75441 Paris Cedex 09, France  
<http://www.mediation-assurance.org/>**

You can refer the dispute to the competent jurisdiction at any time.

## 12. SUPERVISORY AUTHORITY

The authority responsible for supervision is the prudential control and resolution authority - A.C.P.R., 4, place de Budapest, CS 92459, 75436 Paris cedex 09, France.

## 12. DATA PROTECTION

Europ Assistance, a company governed by the French Insurance Code, having its registered office at 1 Promenade de la Bonnette, 92633 Gennevilliers cedex (hereinafter referred to as "the Insurer"), acting as data processor, processes the personal data of the Insured for the purposes of:

- managing assistance and insurance requests,
- organising customer satisfaction surveys with Insureds that have received assistance and insurance services,
- compiling trade statistics and actuarial studies,
- reviewing, accepting, controlling and monitoring risk,
- managing potential disputes and implementing the legal provisions,
- implementing the obligation of vigilance in connection with the fight against money laundering and the financing of terrorism, the freezing of assets, the fight against terrorist financing and financial sanctions, including raising alerts and making declarations of suspicion,
- implementing measures targeted in the fight against insurance fraud,
- managing the recording of telephone conversations with the employees of the Insurer, or those of its subcontractors, for the purposes of training and evaluate employees, improving the quality of the service and managing potential disputes.

The Insured is informed and accepts that its personal data will be processed for the purposes mentioned above. This processing will be carried out in the application of the contract.

The data collected are mandatory. If these data are not sent, requests for assistance and the insurance cover of the Insured will be more difficult or even impossible to manage.

To this end, the Insured is informed that his personal data are intended for the Insurer, the data processor, subcontractors, subsidiaries and agents of the Insurer. To meet the legal and regulatory obligations, the Insurer may be required to disclose information to legally authorised administrative or judicial authorities.

The personal data of the Insured are kept for varying periods depending on the purpose pursued (*six months for telephone recordings, ten years for medical matters,*

*five years for other processing*) plus the mandatory conservation periods in the case of accounting and the statutory limitation period.

The Insured is informed and accepts that personal data concerning him are disclosed to recipients located in other non-European Union members, with equivalent protection. Transfers of data to these other countries are regulated by:

- a cross-border data flow convention agreed in accordance with the model contractual clauses of data sub-processors issued by the European Commission and currently in force,
- contracts of the Insurer's entities agreeing to the internal rules in compliance with recommendation 1/2007 of the Working Group of Article 29 on the standard request for approval of binding corporate rules for the transfer of personal data,
- a cross-border data flow convention agreed in accordance with the Privacy Shield currently in force with regard to transfers of data to the United States.

The object of these data flows is the management of assistance and insurance requests. The following data categories are concerned:

- data relating to identity (*such as surname, first names, sex, age, date of birth, phone number, e-mail*), and personal life (*such as family situation, number of children*),

- location data,
- health-related data such as Social Security Number (NIR).

The insured, as the person concerned by the processing, is informed that he has the right to query, access, rectify, erase and transfer his data, as well as the right to limit its processing. He has the right to object to its processing, for a legitimate reason. The Insured has the right to withdraw consent at any time, without prejudice to the lawfulness of the processing based on the consent before the withdrawal of the latter. In addition, he has the right to set specific guidelines and general considerations concerning the conservation, erasure and disclosure of his post-mortem data. With regard to general instructions, these must be sent to a third party, who will be designated by decree.

The Insured's rights are exercised with the Data Protection Officer, by letter enclosing a photocopy of a signed identity document to one of the addresses below:

- or by email to: [protectiondesdonnees@europ-assistance.fr](mailto:protectiondesdonnees@europ-assistance.fr),
- or by post:

### EUROP ASSISTANCE

**For the attention of the Data Protection Officer,  
1, promenade de la Bonnette– 92633 Gennevilliers Cedex**

Lastly, the Insured is informed that he has the right to file a claim with the French Data Protection Commission (CNIL).

## 14. CONSUMERS' RIGHT TO OBJECT TO COLD CALLING

Europ Assistance informs the Insured, in accordance with law no. 2014-344 of 17 March 2014, that if he does not wish to be the recipient of cold calling by telephone by a company with which it has no contractual relationship, he can register free of charge on the list of objectors to cold calling by post or by internet:

**SOCIETE OPOSETEL - Service Bloctel,  
6, Rue Nicolas SIRET, 10000 TROYES  
[www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)**

## APPENDIX - LIST OF COUNTRIES

### ZONE 1: FRANCE

Metropolitan France (FR)  
Principality of Monaco (MC)

### ZONE 2: EUROPE & MEDITERRANEAN COUNTRIES

(excluding DROM-TOM, Canary Islands, Azores, Asian part of Russia)

Albania (AL)	Macedonia (MK)
Germany (DE)	Madeira (XC)
Andorra (AD)	Malta (MT)
England (see United Kingdom)	Morocco (MA)
Austria (AT)	Moldova (MD)
The Balearic Islands (XA)	Monaco (MC)
Belgium (BE)	Montenegro (ME)
Belarus (BY)	Norway (NO)
Bosnia and Herzegovina (BA)	Netherlands (NL)
Bulgaria (BG)	Poland (PL)
Cyprus (CY)	Continental Portugal (PT)
Croatia (HR)	Czech Republic (CZ) - (see also
Denmark (except Greenland) (DK)	Republic Czech) Romania (RO)
Scotland (see United Kingdom)	United Kingdom (GB)
Mainland Spain (ES)	Russian Federation (European part,
Estonia (EE)	up to the Ural Mountains) (RU)
Finland (FI)	San Marino (SM)
Metropolitan France (FR)	Serbia (RS)
Georgia (GE)	Slovakia (SK)
Gibraltar (GI)	Slovenia (SI)
Greece (GR)	Sweden (SE)
Hungary (HU)	Switzerland (CH)
Ireland (IE)	Republic Czech (CZ)
Israel (IL)	Palestinian Territories (PS)
Italy (IT)	Tunisia (TN)
Jordan (JO)	Turkey (TR)
Latvia (LV)	Ukraine (UA)
Liechtenstein (LI)	Vatican City, State of (Holy See)
Lithuania (LT)	(VA)
Luxembourg (LU)	

### ZONE 3: WORLD

Except for the countries excluded pursuant to the application of the Chapter "WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY? ".





**Europ Assistance**

Limited company with capital of €46,926,941

Company governed by the French Insurance Code Nanterre Trade & Companies Register no. 451 366 405

Registered office: 1, promenade de la Bonnette, 92633 Gennevilliers cedex, France

Vat N° (EU): FR 8245136640500012 - AFAQ Cert. No. 11396 - ISO 9001 standards framework

[www.europ-assistance.fr](http://www.europ-assistance.fr)

