

CONTRACT No. AR2022031
CANCELLATION AND LUGGAGE

***To declare your insurance claims: Cancellation,
Luggage,***

Visit our PRESENCE ASSISTANCE TOURISME site:

www.gestion.presenceassistance.com

- Complete the field "number of your travel file" with the file number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your file number and all the documents which must be supplied.

Through this site you will be able to send us your documentation and monitor the state of progress of your application in real time.

You need help with your claim declaration:

You can contact us:

- ***By Email : servicegestion@presenceassistance.com***
- ***By phone +33 1 55 90 47 09 From Monday to Friday from 9h30 to 12h00***

You need information about your contract:

Please reach PRESENCE ASSISTANCE by email at: relationclients@presenceassistance.com

TABLE OF COVER SUMS

2.1/ CANCELLATION	Maximum cover	Deductible
Reimbursement of cancellation costs invoiced by your travel organiser		
<u>A/Cancellation for medical reasons</u> <ul style="list-style-type: none"> ➤ Cancellation due to serious illness, serious bodily accident or death of the insured, their spouse, a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or ascendant or descendant as far as the 2nd degree. ➤ Including cancellation due to epidemics or pandemics related illnesses ➤ Cancellation due to denied boarding following the taking of temperature at the departure airport ➤ Cancellation due to a positive PCR/RADT test taken in the 72h preceding departure <u>The PCR/RADT test will only be valid if:</u> <ul style="list-style-type: none"> ✓ <u>Prescribed by a doctor to verify existing symptoms</u> ✓ <u>Required by the destination country's health authorities, the trip organiser, or the transport company</u> 	€50,000 per person €150,000 per event	Trip amount up to €2,000 per person: 5% of the value of the incident Trip amount above €2,000 and up to €50,000 per person: 10% of the value of the incident
<u>B/ Cancellation for another random event</u> <ul style="list-style-type: none"> ➤ Cancellation for Any Other Justified Random event excluding mentioned exemptions in present document 		
2.3/ LUGGAGE	Maximum cover	Deductible
<ul style="list-style-type: none"> ➤ Maximum compensation on presentation of purchase documentation in the event of loss, theft, or damage of the insured luggage 	€1,500 per person/€7,500 per event	€50 per luggage concerned
<ul style="list-style-type: none"> ➤ OR Flat-rate compensation if the purchase documents are not shown 	€150 flat-rate per person	No deductible
<ul style="list-style-type: none"> ➤ Maximum compensation in the event of an established theft of valuable objects 	€500 per person	€50 per person
<ul style="list-style-type: none"> ➤ Maximum compensation in the event of an established theft of personal objects 	€1,000 per person	€50 per person
<ul style="list-style-type: none"> ➤ Costs of renewal of official documents in the event of theft 	€200 per person	No deductible
<ul style="list-style-type: none"> ➤ Luggage delivery delay of over 24 Hours 	€150 per person	No deductible

ARTICLE 1 – DEFINITIONS AND TERMS AND CONDITIONS OF APPLICATION

1.1 INSURERS

The « **Cancellation and Luggage** » contract is a group insurance contract with optional membership no. **AR2022031** (hereinafter referred to as the « contract ») taken out by **THE TRAVEL AGENCY** (hereinafter referred to as the « travel agency »), acting both on its behalf and on behalf of its clients, with **AREAS** (hereinafter referred to as « AREAS » or the « Insurer») for the Cancellation, Luggage, guarantees, through the intermediary of **PRESENCE ASSISTANCE TOURISME** (hereinafter referred to as « PRESENCE ASSISTANCE » or « broker ») and **COVERASSUR** (hereinafter referred to as « COVERASSUR » or « broker »).

The Contract is managed by **PRESENCE ASSISTANCE TOURISME** for the Cancellation, Luggage, guarantees.

The Trip Cancellation, and Luggage, coverages of the Contract are supported by AREAS DOMMAGES, a mutual insurance company, registered in the “Registre du commerce et des sociétés de Paris” under number D 775 670 466, whose head office is located at 47/49 rue de Miromesnil 75008 PARIS.

1.2 DEFINITIONS

Bodily accident

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority.

Serious bodily accident

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

Member/Insured

Any natural person declared by the **Subscriber** in the context of a group contract, hereinafter referred to as the **Member** or **Insured** on whom the interests of the insurance are based and whose identity is indicated on the membership form. As a client of the travel agency, **the Member must have a round trip ticket to benefit from the guarantees.**

The Insured may be domiciled anywhere in the world.

Travel Agency

Company authorized to distribute travel products and the present contract coverage.

Attack

All acts of violence, constituting a criminal or illegal attack made against persons and/or property in the country in which you are staying, intended to cause serious public disorder through intimidation and terror, and subject to media coverage.

This "attack" must be identified by the French Foreign Ministry or the Ministry of the interior.

If several attacks take place on the same day in the same country and if the authorities consider these to constitute a single coordinated action, this event shall be a single event.

Luggage

Travel bags, suitcases, trunks, and their contents, excluding clothing which you are wearing.

Injury

A sudden deterioration of health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority.

Natural catastrophe

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood, or natural cataclysm, caused by the abnormal intensity of a natural

agent, and recognised as such by the public authorities who recommend in this event a return to the country of residency.

COM

The term "COM" refers to the French Overseas Communities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthelemy.

Forfeiture

A contractual penalty that deprives you of all coverage for the loss to which it applies. It cannot be invoked against injured parties other than the insured or their beneficiaries if you incur it as a result of non-compliance with your obligations after a loss.

Covered journey/stay

Trip organized by the Policyholder and for which you are **insured** and have paid the corresponding premium. The period of validity of the guarantees corresponds to the dates of the stay indicated on the issued invoice, with a maximum duration of 90 days.

DOM-ROM, COM, and communities with unique statuses

Guadeloupe; Martinique, French Guyana, Réunion, French Polynesia Saint Pierre et Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

DROM

The term "DROM" refers to the Overseas *Departments* and Regions, i.e. Guadeloupe, Martinique, French Guyana, La Réunion and Mayotte.

Duration of guarantee

- "Cancellation" cover takes effect on the date you sign your insurance contract and expires on the date of your departure on your journey.
- The term of validity of the other forms of cover, matches the trip dates shown on the invoice issued by the travel organiser, with a maximum period of 90 consecutive days.

Essential items

Clothing and toiletry enabling you to live temporarily without your personal effects being available.

Epidemic

Any outbreak and spread of a contagious infectious disease that affects many people nationwide at the same time, including Coronavirus, influenza type A, viral haemorrhagic fevers, and that is recognized by national health authorities as a public health emergency involving restrictive and constraining measures in terms of population movement and health treatment.

Europe and Mediterranean countries

"Europe and Mediterranean Countries" means travel to Albania, Algeria, Andorra, Austria, Balearic Islands, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Estonia, Finland, Germany, Faroe Islands, Georgia, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Spain, Italy, Jordan, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madeira, Malta, Morocco, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, Russian Federation, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Czech Republic, Tunisia, Turkey, Ukraine, United Kingdom, Vatican.

Events guaranteed by insurance

- ✓ Cancellation
- ✓ Theft, destruction, lost luggage, delay in delivering luggage,

Triggering event

The triggering events are developed in the description of each of the coverages defined below and apply following events such as bodily injury, sudden and unforeseeable illness, death of an Insured, sudden and unforeseeable complication occurring during the illness.

France

Mainland France and Corsica.

Deductible

Share of casualty which must be paid by the Insured stipulated by the contract if compensation is paid after a casualty. The deductible can be expressed as a sum of money, a percentage, or in days, hours or kilometres.

Hospitalization

Any admission to an inpatient facility that involves at least one night. Quarantine in a hospital is not defined as hospitalization.

Immobilization at Domicile

Any immobilization at home for medically justified and proven reasons.

Serious illness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

Maximum per event

If the cover is for several insureds who are victims of the same event, and insured with the same special terms, the **insurer's** cover is in any event limited to the maximum sum stipulated for this cover, regardless of the number of victims. The compensation is consequently reduced and paid in proportion to the number of victims.

Family members

Your legal or de facto spouse or any person bound to you by a civil solidarity pact, your ascendants, or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including children of the spouse or cohabitee partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you, unless otherwise contractually stipulated.

Personal objects

Cameras, video recorders, mobile phone, PDAs, portable games consoles, multimedia players, laptops. Only personal objects purchased less than 3 years previously will be covered.

Precious objects

Pearls, jewellery, watches, worn furs, hunting rifles, fishing equipment valued more than €50 each.

Pandemics

Epidemics developed in a vast area, beyond the borders and qualified as pandemics by World Health Organisation (WHO) and/or by the local sanitary authorities where the claim took place.

Domicile

The Insured's main, habitual place of residence is considered as their domicile. guarantee is operative for Insureds domiciled throughout the whole world. In event of a dispute the tax domicile constitutes the domicile

Quarantine

Isolation in which people are placed in the case of suspected or confirmed illness, decided by a local sanitary authority, to prevent the spread of the disease in an epidemic or pandemic context.

Rest of the World

"Rest of the World" means all countries not listed in the definition "Europe and Mediterranean Countries".

Claim

Event of a random nature which triggers the cover of the present contract.

Claim at domicile

Fire, burglary, or water damage to your home during your trip.

Subscriber

Travel agency that subscribes to the collective insurance contract on behalf of itself and its clients.

Territorial coverage

Whole world.

1.3 ADHESION DEADLINE

To be valid, the subscription to the present contract must imperatively take place within 72 hours following the registration to the trip if the subscription takes place more than 8 days before the departure.

Less than 8 days before departure, the subscription must be simultaneous with the registration.

ARTICLE 2 – DESCRIPTION OF THE INSURANCE COVER

2.1 TRIP CANCELLATION

A/ CANCELLATION FOR MEDICAL REASONS

You are covered for the reasons and circumstances listed hereinafter, excluding all others, subject to the limit of cover and the deductible stated in the Table of Cover.

- **Serious illness including serious illness caused by epidemic or pandemic, Serious bodily accident, or death**
Or
- **the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:**
 - yourself, or your legal or de facto spouse,
 - your ascendants or descendants to the 2nd degree,
 - your brothers, sisters, including the children of the spouse or cohabitee partner of one of your direct ascendants, your parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law.
- **Pregnancy complications of the insured up to the 28th week.**
 - which lead to absolute cessation of all professional or other activity, provided that at the time of departure you are not more than 6 months pregnant or,
- **State of pregnancy of the insured**
 - if the intrinsic nature of the journey is incompatible with a state of pregnancy, if you are not aware of your condition when you signed the Contract.
- **Denied boarding following the taking of temperature at the airport upon departure**
Proof issued by the transport company that denied you boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible.)
- **In the event of a positive PCR or antigenic test result performed within 72 hours prior to departure. For the guarantee to be acquired, the test must be performed ONLY:**
 - either, at the request of a physician consulted BEFORE performing the test to verify existing symptoms,

- or, if the test is REQUIRED by the authorities of the country of destination, the travel organizer, or the transport company in order to be able to travel.

Any cancellation of a trip due to a positive test performed outside of these conditions will not be covered by this contract and will not be subject to any refund.

• **Vaccination contraindication**

A contraindication to vaccination or a medical impossibility to follow a preventive treatment necessary for the chosen destination, provided that the contraindication or the medical impossibility is unknown at the time of subscription to the contract and independent of the will of the Insured.

It is your responsibility to establish the reality of the situation giving entitlement to our services; we therefore reserve the right to refuse your request, on the opinion of our doctors, if the information supplied does not prove the materiality of the facts.

B/ CANCELLATION FOR ANY OTHER JUSTIFIED RANDOM EVENT

You are also covered, up to the limit stated in the Table of Cover, against **all other random events, of any kind whatsoever, constituting an immediate, real, and serious obstacle**, preventing your departure and/or exercise of the activities planned during your trip. The term "random event" is understood to mean all sudden, unforeseeable circumstances independent of the insured will justifying cancellation of the journey. There must be a direct causal link between the random event and the impossibility of leaving.

However, cover is operative, for the following causes, only under the conditions described precisely below:

• **Serious illness, Serious bodily accident, or death**

Or

• **the consequences, after-effects, complications, or aggravation observed after subscription to the Contract, of an illness or an accident prior to subscription of:**

- your ascendants or descendants beyond the 2nd degree, your tutor or any other person living habitually under your roof,
- your uncles, aunts, nephews, and nieces.
- your designated professional replacement chosen at the moment of purchase,
- the person designated when signing the present contract as having responsibility, during your trip, for keeping or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is more than 48 hours hospitalisation, or death,

• **Serious material damage** requiring absolutely your presence on the date of the planned departure in order, for you, to take the necessary protective measures, following a fire, water damage or natural elements, and affecting more than 50% of your private or professional premises.

• **Theft from private or professional premises**, absolutely requiring your presence on the date of departure, provided it has occurred within the 48 hours preceding the departure for the journey.

• **Your medical appointment notice for an organ transplant**, on a date before or during the planned journey, provided the appointment notice was not known when the Contract was signed.

• **Serious damage to your vehicle** occurring within 48 hours preceding departure, if it can no longer be used to convey you to the location of your trip.

• **An accident or breakdown of your means of transport** occurring during transport to the departure point, leading to a delay of more than two hours, makes you miss the flight reserved for your departure, provided you have taken measures to arrive at the airport at least 2 hours before the final boarding time.

• **Redundancy on economic grounds** or redundancy of your spouse or de facto spouse, provided that the procedure was not started on the date when you signed the present Contract and/or that you were not aware of the date of the event when you signed the contract.

• **Obtaining a paid employment or remunerated traineeship**, taking effect before or during the dates scheduled for your journey, when you were registered with the Job Centre, provided this is not a case of prolongation, renewal, or amendment of a type of contract, nor a mission provided by a temporary employment company.

- **Convocation of an imperative, unforeseeable nature which cannot be postponed**, issued by an authority, on a date occurring during the planned journey, provided the convocation was not known when you signed the Contract.

- **Convocation**, on a date occurring during your journey, **to a university re-sit examination**, provided that the failure of the examination was not known when you signed the present Contract.

- **Refusal of a tourist visa** by the authorities of the country chosen for your journey, if you did not file any application refused by these authorities during a previous journey, that your actions meant that they could reach a decision prior to your journey, and if you have met the constraints demanded by the administrative authorities of this country.

- **Your professional transfer**, not for disciplinary reasons, imposed by your employer, obliging you to move home during the term of your insured journey, or within 8 days preceding your departure, provided that the transfer was not known when you signed the Contract. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts.

- **Cancellation or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts. The employer must have given prior, written agreement to this leave, which is a vested right, before you signed the Contract.

- **Your convocation to adopt a child** within 15 days preceding your departure or during the period of your insured trip, provided that the convocation was not known when you signed the Contract,

- **Cancellation due to separation of a couple**, whether married, bound under a civil solidarity pact or reputed spouses. This cover is operative only on presentation of legal and administrative documents proving the real nature of the separation or of cohabitation in the case of unmarried cohabitation (divorce procedure, termination of the PACS [civil solidarity pact] contract, all documents proving the couple's cohabitation, electricity and gas utility bills, telecoms bills, joint bank accounts, joint declaration, etc.).

- **Theft, within 48 hours preceding your departure, of your identity documents** (passport, identity card) **essential to cross the borders which must be crossed** during your journey, provided that a declaration of theft has been made, as soon as the theft came to your attention, to the closest police authorities.

- **Riot, Attack, Act of Terrorism, Pollution and Natural Disaster provided that the following elements are cumulatively met:**

- The Event occurred in the 30 days preceding the departure,
- The Event has caused Material or Bodily Damage in the destination city or cities of the insured trip or within a radius of 100 kilometres of the resort,
- The Ministry of Foreign Affairs or the World Health Organization advises against travel to the destination city or cities of the Insured during his or her Trip,
- The impossibility for the organization or the authorized intermediary of your trip to offer you an alternative destination or stay that is accepted by you,
- No Event of the same nature has occurred in the country concerned in the 30 days preceding the reservation of the insured trip.

- **Strike of the airline and/or airport personnel within 72 hours prior to departure:**

If the Insured's Trip is cancelled as a result of a Strike of the flight crew and/or ground staff of the regular, low cost or charter airline and/or airport staff, provided that no notice of Strike has been given in accordance with the rules imposed by the legislation in force at the time of the subscription of this Contract, the Insurer guarantees the reimbursement of the services insured by this Contract and for which the Insured remains responsible, **excluding the ticket rendered unusable due to the Strike**, up to the amount indicated in the Table of Benefits.

In all cases of cancellation:

- **Cancellation for a guaranteed reason** of one or more persons registered at the same time as you (Maximum 9 persons for the entire application), insured under the present contract. If you wish to make the journey alone, account is taken of the additional costs, although our reimbursement cannot exceed the sum due in the event of cancellation on the date of the event.
- **Costs for a change of name** charged by the service-provider if, for a guaranteed event, you prefer to have yourself replaced by another person rather than to cancel your trip. Our reimbursement cannot exceed the value due in the event of cancellation on the date when the name is changed.
- In all cases of journey cancellation, **the compensation will be paid to you minus a specific deductible** stated in the table of cover sums and deductibles. This deductible also applies to persons registered at the same time as you insured under the present Contract.

2.1.2 VALUE OF COVER

The compensation paid in application of the present Contract can under no circumstances exceed the price of the journey declared when signing the present Contract and within the limits stipulated in the Table of Cover, per insured person, and per event.

We shall reimburse to you the value of the cancellation costs invoiced according to the cancellation table listed in the travel agency's general terms.

Administrative costs invoiced by the travel organiser or travel agency after cancellation or modification of the journey, costs of tips and visas, all taxes reimbursable to the travel agency or to the insured by the carrier or all collection agencies, and the premium paid in consideration for signing the present contract, are not reimbursable.

2.1.3 CLAIM DEADLINES

Two stages

1/ At the first appearance of the illness, or as soon as you are aware of the event triggering the cover, you must **IMMEDIATELY inform your travel agency.**

If you cancel the journey subsequently with your travel agency our reimbursement will be limited to the value of the costs which you would have had to pay on the date of the casualty, in accordance with the table of cancellation costs given in the Special Terms of the sales contract of the tour operator, travel agency or airline. This clause implies that any difference between the cancellation costs calculated on the date of the casualty used by our services and those calculated by the organiser of the journey, shown on your cancellation costs invoice, will be payable by you.

2/ Secondly, you must submit your claim to PRESENCE ASSISTANCE, within five working days of the event triggering the coverage.

If this deadline is not met and we suffer damage as a result, you lose all rights to compensation.

2.1.4 YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your written claim declaration must be accompanied:

- ✓ in the event of an illness or accident, by a medical certificate and/or an administrative hospitalisation certificate stating the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- ✓ in case of a positive PCR or antigenic test: the doctor's prescription corresponding to the request for the test to be carried out, the test result, the certificate of isolation from the CPAM, the ARS or the local authority.
- ✓ in event of death, by a certificate and by the personal details form,
- ✓ in other cases, by all documents proving the reason for your cancellation.

You must also send all information or documents which are asked from you to prove the reason for your cancellation, and in particular:

- ✓ all photocopies of prescriptions prescribing medicines, analyses, or examinations, together with all documents proving that they have been delivered or performed, and the medical expenses reclaim forms including, in the case of prescribed medicines, copies of the corresponding stickers.
- ✓ the statements of the Social Security or of any other similar organisation, relative to the reimbursement of the treatment costs and to the payment of the daily sickness benefit,
- ✓ the invoice of cancellation costs for the value used by the organiser of the journey or agency,
- ✓ the number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must state its causes and circumstances, and give us the names and addresses of the responsible parties and, if applicable, of any witnesses,
- ✓ in the event of denied boarding: a document issued by the airline or sanitary authorities who denied the boarding is required to get the refund
- ✓ the currently valid identity documents (recto/verso) of all insureds affected by the claim
- ✓ and all other documents required to manage your claim.

In addition, it is expressly agreed that you accept in advance the principle of a check-up by our consulting doctor. Consequently, if you oppose this without legitimate reason you will lose your entitlement to the guarantee.

If you do not comply with the above obligations, except in the case of fortuitous events or force majeure, we will be entitled to claim compensation in proportion to the damage that this failure may have caused us, which will be deducted from that which could be charged to us.

If you misrepresent the nature and circumstances of the loss or the amount of the damage, or fail to declare the existence of other insurance policies covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will be deprived of all rights to compensation.

2.1.5 COVERAGE EXCLUSIONS

The Cancellation cover does not cover circumstances where it is not possible to leave for reasons relating to border closure, material organisation, or to the accommodation conditions or safety conditions of the destination.

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

- ◆ An event, a sickness or accident which has been observed for the first time, where a relapse has occurred, which has aggravated or which has led to hospitalisation between the date on which the trip was purchased and the date on which the insurance contract was signed,
- ◆ An event, illness or accident that was first diagnosed, where a relapse has occurred prior to the date of subscription to this contract,
- ◆ PCR or antigenic tests not required by the country of destination, transportation company or tour operator or not prescribed by a physician BEFORE performing the test to verify existing symptoms,
- ◆ Any person reported as a contact case to COVID 19 but not confirmed by a positive PCR test,
- ◆ All circumstances which are detrimental merely in terms of amenity,
- ◆ Pregnancy, including complications, after the 28th week and in all cases abortion, delivery, in-vitro fertilisation, and consequences of these,
- ◆ Omission of vaccination,
- ◆ Failures of all kinds, including financial failure, of the carrier, making performance of its contractual obligations impossible,
- ◆ Insufficient or excessive snow,
- ◆ All medical events the diagnosis, symptoms or causes of which are of a mental, psychological, or psychiatric nature, which have not led to hospitalisation for more than 3 consecutive days after the present Contract is signed,
- ◆ Pollution, the local health situation, natural catastrophes in France and DROM covered by the procedure referred to by law No. 82.600 of 13 July 1982 and their consequences,

- ◆ meteorological or climatic events,
- ◆ The consequences of criminal proceedings in which you are concerned,
- ◆ Termination of the airline's operations,
- ◆ All events occurring between the date of registration for the journey and the date on which the insurance contract is signed.
- ◆ Absence of unforeseeable circumstances,
- ◆ Of an intentional deed and/or one sanctioned by law, consequences of alcoholic states and consumption of drugs, of all narcotic substances mentioned in the Public Health Code, of medicines and treatments not prescribed by a doctor,
- ◆ Merely due to the fact that, the French Minister of Foreign Affairs recommends not travelling to the geographical destination of the journey;
- ◆ Of an act of negligence by yourself;
- ◆ Of any event for which the travel agency could be held liable in application of the Tourism Code in force;
- ◆ Failure, for any reason whatsoever, to show documents essential for the trip, such as passport, identity card, visa, transport tickets, vaccination record except in the event of theft of the passport or identity card within 48 hours preceding departure.

2.2 LUGGAGE

2.2.1 DEFINITION OF THE COVER

We cover you, up to the value stated in the Table of Cover, for your luggage, objects and personal effects, carried with you or purchase during your journey, away from your place of principal or secondary residence in the case of:

- theft,
- total or partial destruction,
- loss in transit by a transport company.

COSTS OF RENEWAL OF OFFICIAL DOCUMENTS

We reimburse you for your costs of renewing passports, an identity card or driving licence, stolen during your journey, up to the value stated in the Table of Cover, provided you have made a complaint immediately to the closest police authorities, and have made a declaration against receipt to the French Embassy or to the closest Consulate.

LATE DELIVERY OF YOUR LUGGAGE

If your personal luggage is not given to you in the destination airport (on the outward journey), and if it is returned to you with more than 24 hours' delay, on presentation of documentation we reimburse you the cost of essential items, up to the maximum value stated in cover limits table.

However, you cannot combine this compensation with the other compensation of the LUGGAGE cover.

2.2.2 COVER LIMITATIONS

For the theft of objects of value and personal objects the reimbursement value can never exceed the value stated in the Table of Cover.

In addition, the objects listed above are covered only against theft which is established and duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

- The theft of jewellery is covered SOLELY when it is placed in a safe, or when it is worn by you.

- Theft of all devices to reproduce sound and/or images, and their accessories, is covered ONLY when they are placed in a safe or when they are worn by you.

If you use a private car the risks of theft are covered, provided your luggage and personal effects are contained in the boot of the locked vehicle, and cannot be seen. Only theft by means of break-in is covered.

If the vehicle is parked on public parking spaces, cover is effective only between 7 AM and 10 PM.

2.2.3 COVER EXEMPTIONS

In addition to the exclusions common to all the guarantees, we cannot make payments under the following circumstances:

- ◆ Theft of luggage, personal effects and objects left without supervision in a public place, or stored in a room to which several persons have access,
- ◆ Theft of all devices to reproduce sounds and/or images and their accessories when they have not been placed in a locked safe, when they are not worn, which in fact implies that these devices are not covered when they are given to a transport company of any kind whatsoever (air, sea, rail, road, etc.),
- ◆ Omission, loss (except by a transport company), exchange,
- ◆ Theft without break-in duly reported and recorded by an authority (police, gendarmerie, transport company, purser, etc.),
- ◆ Accidental damage due to flowing of liquids, fatty, colouring, or corrosive matter contained in your luggage,
- ◆ Confiscation of property by the Authorities (customs, police),
- ◆ Damage caused by mites and/or rodents, or by burns caused by cigarettes or by a non-incandescent heat source,
- ◆ Theft committed in any vehicle without a boot,
- ◆ Collections and samples of sales representatives,
- ◆ Theft, loss, omission or damage to cash, documents, books, transport tickets and credit cards,
- ◆ Theft of jewellery when it has not been placed in a locked safe, when it is not worn, which in fact implies that jewellery is not covered when it is given to a transport company of any kind whatsoever (air, sea, rail, road, etc.),
- ◆ Breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, marble,
- ◆ Indirect damage, such as depreciation and loss of use,
- ◆ The objects referred to below: all prostheses, equipment of all kinds, trailers, securities, paintings, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films and professional equipment, musical instruments, food products, lighters, pens, cigarettes, alcoholic drinks, art objects, beauty products and photographic films.

2.2.4 FOR WHICH AMOUNT ARE YOU COVERED?

The value given in the Table of Cover is the maximum reimbursement sum for all casualties occurring during the period of cover.

2.2.5 HOW IS YOUR COMPENSATION CALCULATED?

You are compensated based on documentary proof, and based on the replacement value, by equivalent objects of the same kind, subject to a deduction for wear and tear.

During the first year from the purchase date the reimbursed value shall be equal to the purchase value of the luggage item or object of value. In the following year the reimbursement value shall be calculated at a rate of 75% of the purchase price. In the following years the value shall be reduced by an additional 10%.

The average rule stipulated in Article L.121-5 of the French Insurance Code is not applied under any circumstances.

Our reimbursement shall be made subject to any reimbursement which may be obtained from the transport company, and minus the deductible.

2.2.6 YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

The claim must reach PRESENCE ASSISTANCE TOURISME within 5 working days, subject to an accidental case or force majeure;

The claim must be accompanied by the following items:

- ✓ the receipt of a complaint filing in the case of a theft or declaration of theft to a competent local authority (police, gendarmerie, transport company, purser, etc.) in the case of a theft during the stay or loss by a transport company;
- ✓ the report of loss or destruction produced by the carrier (sea, air, rail, road) when the luggage or objects have gone missing, been damaged, or been stolen during the period in which they were under the carrier's legal guard.
- ✓ In the event of late delivery, the report of irregularity produced by the carrier company, and the luggage delivery note giving the date and time of delivery.

If these documents are not presented your rights to compensation will be invalidated.

The insured sums cannot be considered as proof of the value of the goods for which you are requesting compensation, nor as proof of the existence of these goods.

You must prove, by all means in your power, and by all documents in your possession, the existence and value of these goods at the time of the claim, and the scale of the loss.

If, knowingly, as proof, you use inaccurate documents or fraudulent means, or make inaccurate declarations or non-disclosure, you will lose all rights to compensation, without prejudice to any legal action which we would then be entitled to bring against you.

2.2.7 WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must inform PRESENCE ASSISTANCE TOURISME thereof immediately by registered letter, as soon as you are informed:

- if we have not yet paid the compensation payment you must recover possession of the said luggage, objects, or personal effects; in this case we are then obliged only to pay for any damaged or missing items.
- if we have already compensated you, you can opt, within a period of 15 days:
 - ✓ either to abandon the said luggage, objects, or personal effects to us,
 - ✓ or to recover the said luggage, objects, or personal effects, in consideration for returning the compensation payment which you have received minus, if applicable, the proportion of this compensation payment corresponding to the damage or missing items.

If within a period of 15 days you have not made a choice, we shall consider that you have opted for abandonment.

ARTICLE 3 – EXCLUSIONS COMMON TO ALL GUARANTEES

Our intervention is not applicable to:

- **Services that have not been requested during the trip or that have not been organized by us or in agreement with us, do not give the right to a reimbursement or compensation afterwards,**
- **Catering and hotel expenses, except those specified in the text of the guarantees,**

- **Damage intentionally caused by the Insured and damage resulting from his/her participation in a crime, misdemeanor, or brawl, except in the case of legitimate defense,**
- **The amount of the convictions and their consequences,**
- **The use of narcotics or drugs not prescribed medically,**
- **The state of alcoholic impregnation,**
- **Customs fees,**
- **Participation as a competitor in a competitive sport or rally giving right to a national or international ranking which is organized by a sports federation for which a license is issued as well as training for these competitions,**
- **The practice, on a professional basis, of any sport,**
- **The participation in competitions or endurance or speed events and their preparatory tests, on board any land, water, or air locomotion device,**
- **The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,**
- **Expenses incurred after the return of the trip or the expiration of the guarantee,**
- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain climbing, bobsledding, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national, or regional ranking,**
- **Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorized by the local authorities,**
- **Official prohibitions, seizures, or constraints by the public authorities,**
- **The use by the Insured of air navigation devices,**
- **The use of devices of war, explosives, and firearms,**
- **Damage resulting from an intentional or deliberate fault on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics unless otherwise stipulated in the guarantee, pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage taking,**
- **Disintegration of the atomic nucleus or any irradiation from a radioactive energy source.**

ARTICLE 4 – PROCESSING OF CLAIMS

In case of disagreement concerning the management of the contract for the insurance guarantees, the Subscriber and/or the Insured must contact Présence Assistance Tourisme in order to find solutions adapted to the difficulties encountered:

Présence Assistance Tourisme
by writing to reclamation@presenceassistance.com

If you are not satisfied with the answer given by the Claims Department of PRESENCE Assistance Tourisme, you can contact the Insurer's customer relations department

Aréas - 49, rue de Miromesnil 75380 Paris cedex 08
www.areas.fr,
Telephone: 01 40 17 65 00

who will respond to you within two months of the date of receipt of your claim.

In the event of a disagreement persisting after the response given by the customer relations department, if you are an individual, and provided that no legal action has been taken, you may refer the matter by mail to

The Médiation de l'Assurance
TSA 50110 75441 Paris cedex 09

or electronically at www.mediation-assurance.org.

The opinion of the Insurance Mediator is not binding on the parties, who are free to accept or refuse the proposed solution and to refer the matter to the competent court.

ARTICLE 5 – PROTECTION OF PERSONAL DATA AND RIGHT OF RENUNCIATION

5.1 PROTECTION OF PERSONAL DATA

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Personal Data (RGPD), we inform you that the data collected will be subject to automated processing by Aréas assurances, the data controller, for the conclusion, management, and execution of insurance contracts and for commercial prospecting and management purposes. They may be transmitted to companies of the Aréas group and to its partners for the same purposes, including outside the European Union. These data will be kept for the legal prescription periods.

You have the right to access, rectify, oppose for legitimate reasons, erase as well as the right to define directives concerning the conservation, erasure, and communication of your personal data after your death. You also have the right to the portability of your personal data. All your rights can be exercised with the Data Protection Officer at the following address: dpo@areas.fr

You can obtain more information about your rights on our website www.areas.fr or on the Cnil website www.cnil.fr

5.2 CONSUMER'S RIGHT TO OBJECT TO TELEPHONE CANVASSING

If you do not wish to be the subject of commercial prospecting by telephone, you can register free of charge on a list of opposition to telephone prospecting.

These provisions are applicable to any consumer, i.e., any natural person who acts for purposes that do not fall within the scope of his or her commercial, industrial, craft or liberal activity.

5.3 PLURALITY OF INSURANCE POLICIES

In accordance with Article L112-10 of the Insurance Code, the Subscriber is invited to check that he/she is not already a Beneficiary of a guarantee covering one of the risks guaranteed by the Contract. If this is the case, the Subscriber has the right to cancel this Contract within fourteen (14) calendar days of its conclusion, without charge or penalty, if all the following conditions are met

- the Subscriber has subscribed to this Contract for non-professional purposes;
- this Contract is in addition to the purchase of a good or service sold by a supplier;
- the Subscriber proves that he/she is already covered for one of the risks covered by this Contract;
- this Contract is not fully executed;
- the Subscriber has not reported any Claim covered by the Agreement.

In this situation, the Subscriber may exercise his or her right to cancel the present Contract by sending a letter to the following address, accompanied by a document proving that he or she is already covered for one of the risks guaranteed by the new Contract:

Présence Assistance Tourisme
 110/114 rue Jules Guesde
 92300 LEVALLOIS PERRET - FRANCE

Tel: +33 (0) 1 55 90 47 51

The insurer is obliged to reimburse the Subscriber for the premium paid, within thirty (30) days from the date of cancellation.

However, as soon as the Subscriber has declared a Claim involving the coverage, he/she can no longer exercise this right of waiver

If the Subscriber wishes to cancel his/her contract but does not meet all of the above conditions, he/she must check the conditions for cancellation provided for in his/her contract.

5.4 RIGHT OF RENUNCIATION IN THE EVENT OF DISTANCE SELLING

In the event of distance selling, the Subscriber/Insured may cancel his or her contract within fourteen (14) calendar days from the date of receipt of the General Conditions, which are presumed to have been received by the Subscriber/Insured two (2) working days after the date on which the subscription was concluded. If the Subscriber/Insured has not received the documents within two (2) working days from the date of conclusion, he/she must contact Présence Assistance Tourisme.

The sample waiver form is to be sent either by letter to the following postal address

Présence Assistance Tourisme
 110/114 rue Jules Guesde
 92300 LEVALLOIS PERRET - FRANCE

Sample form :

Please complete and return this form only if you wish to waive the Contract.

.....
WAIVER FORM

I hereby notify you of my wish to cancel the XXXX Contract, whose subscription number is:

Subscriber's surname	subscriber's first name
Date	signature of Subscriber

.....

ARTICLE 6 – SUBROGATION

The insurer is subrogated to the extent of the indemnities paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated its intervention. When the benefits provided in execution of the agreement are covered in whole or in part by another company or

institution, the insurer is subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 7 – LIMITATION PERIOD

The statute of limitations is the period beyond which no claim is admissible. Any action deriving from the contract is time-barred as of the event that gives rise to it under the conditions provided for in Articles L. 114-1 to L. 114-3 of the Insurance Code.

Article L. 114-1 of the Insurance Code: "All actions deriving from an insurance contract are prescribed by two years as from the event which gives rise to them. However, this period does not run:

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

2° In the event of a claim, only from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then. When the insured's action against the insurer is based on the recourse of a third party, the limitation period shall run only from the day on which the third party has taken legal action against the insured or has been compensated by the latter.

The limitation period is extended to ten years in life insurance contracts when the beneficiary is a person other than the policyholder and, in personal accident insurance contracts, when the beneficiaries are the rightful claimants of the deceased insured.

For life insurance contracts, notwithstanding the provisions of 2°, the beneficiary's actions are prescribed at the latest thirty years after the death of the insured.

Article L. 114-2 of the Insurance Code: "The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. The interruption of the limitation period may also result from the sending of a registered letter with acknowledgement of receipt addressed by the insurer to the insured regarding the action for payment of the premium and by the insured to the insurer regarding the settlement of the indemnity.

The ordinary causes of interruption of the limitation period (Articles 2240 et seq. of the Civil Code) are: recognition by the debtor of the right of the person against whom he was prescribing; a legal claim, even in summary proceedings; a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution; the interpellation referred to in Article 2245 of the Civil Code.

Article L. 114-3 of the Insurance Code: "Notwithstanding Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption."

The ordinary causes of interruption of the limitation period mentioned in article L.114-2 of the Insurance Code are those provided for in articles 2240 to 2246 of the Civil Code, reproduced below:

Article 2240 of the Civil Code: "The recognition by the debtor of the right of the person against whom he was prescribing interrupts the limitation period."

Article 2241 of the Civil Code: "A legal claim, even in summary proceedings, interrupts the limitation period as well as the period of foreclosure. The same applies where it is brought before a court which lacks jurisdiction or where the act of bringing the matter before the court is annulled by reason of a procedural defect."

Article 2242 of the Civil Code: "The interruption resulting from a legal claim produces its effects until the proceedings are terminated."

Article 2243 of the Civil Code: "The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed."

Article 2244 of the Civil Code: "The period of prescription or the period of foreclosure is also interrupted by a protective measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution."

Article 2245 of the Civil Code: "The interpellation made to one of the joint and several debtors by a request for legal action or by an act of compulsory execution or the recognition by the debtor of the right of the one against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons to one of the heirs of a joint and several debtors, or the acknowledgement of that heir, does not interrupt the period of prescription against the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. The interpellation or acknowledgement interrupts the period of prescription, as regards the other co-debtors, only for the share for which the heir is liable.

To interrupt the period of prescription for the whole, as regards the other co-debtors, there must be an interpellation made to all the heirs of the deceased debtor or an acknowledgement by all those heirs."

Article 2246 of the Civil Code: "The interpellation made to the principal debtor or his acknowledgement interrupts the prescription period against the surety." Pour interrompre le délai de prescription pour le tout, à l'égard des autres codébiteurs, il faut l'interpellation faite à tous les héritiers du débiteur décédé ou la reconnaissance de tous ces héritiers. »

Article 2246 du Code civil : « L'interpellation faite au débiteur principal ou sa reconnaissance interrompt le délai de prescription contre la caution. »

ARTICLE 8 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

ARTICLE 9 – MISREPRESENTATION

When they change the object of the risk or reduce our opinion of it:

- Any concealment or intentionally false declaration on your part will result in the nullity of the contract. The premiums paid shall be retained by us and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.

- In application of article L113-9 of the Insurance Code, any omission or inaccurate declaration on your part, the bad faith of which is not established, will result in the cancellation of the contract 10 days after the notification made to you by registered letter when it is noted before any claim.

When the omission or misrepresentation is revealed during a claim, it shall give rise to the application of the proportional reduction of benefits provided for in the aforementioned article.

ARTICLE 10 – SUPERVISORY AUTHORITY

The Insurers are subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution 4, Place de Budapest - CS 92459 - 75436 Paris Cedex 09.