

HOW TO CONTACT 24/7 OUR ASSISTANCE SERVICE DURING YOUR TRIP

VYV International Assistance
3 Passage de la corvette - 17000 LA ROCHELLE
By phone from abroad: + 33.5. 86.85.01.28
preceded with the local dialling code to reach the international network
By email: ops@vyv-ia.com

To enable us to take optimum action, please make sure the following information is available; you will be asked for it during your call:

- The number of your contract **AY2022012**
- Your surname and first name
- Your home address
- The country, city, or location where you are when you make the call
- Give the precise address (no., street, hotel, if applicable, etc.)
- The telephone number where we can reach you
- The nature of your problem

***To declare your insurance claims: Cancellation, Missed Departure and Return,
Luggage, Transport Delay, Curtailed Trip***

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		
Reimbursement of cancellation costs invoiced by your travel organiser	Maximum cover	Deductible
<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 		
2.2/ MISSED DEPARTURE AND RETURN		
A/ MISSED DEPARTURE	Maximum cover	Deductible
<ul style="list-style-type: none"> ➤ Ticket allowing insured member to get to destination at departure 	€1,500 per person/€13,500 per event	No deductible
B/ MISSED RETURN <ul style="list-style-type: none"> ➤ Ticket allowing insured member to get to destination during the return 		
2.3/ LUGGAGE		
Maximum compensation on presentation of purchase documentation in the event of loss, theft, or damage of the insured luggage	Maximum cover	Deductible
<ul style="list-style-type: none"> ➤ OR Flat-rate compensation if the purchase documents are not shown 	€1,500 per person/€7,500 per event	€50 per luggage concerned
<ul style="list-style-type: none"> ➤ Maximum compensation in the event of an established theft of valuable objects 		
<ul style="list-style-type: none"> ➤ Maximum compensation in the event of an established theft of personal objects 	€150 flat-rate per person	No deductible
<ul style="list-style-type: none"> ➤ Costs of renewal of official documents in the event of theft 	€500 per person	€50 per person
<ul style="list-style-type: none"> ➤ Luggage delivery delay of over 24 Hours 	€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
2.4/ CURTAILED TRIP		
Reimbursement of unused land services (in proportion to the elapsed time)	Maximum cover	Deductible
<ul style="list-style-type: none"> ➤ Reimbursement of unused land services (in proportion to the elapsed time) 	€5,000 per person/ €45,000 per event	No deductible
2.5/ TRANSPORT DELAY		
Following a train, plane, or boat delay superior to 4 hours	Maximum Cover	Deductible
<ul style="list-style-type: none"> ➤ Following a train, plane, or boat delay superior to 4 hours 	€150 flat-rate per person/ €1350 per event	4 Hours

3.2/ MEDICAL ASSISTANCE	Maximum cover	Deductible
➤ Help regarding your trip and medical information	Actual costs	No deductible
➤ Repatriation or sanitary transport (including in case of COVID)	Actual costs	No deductible
➤ Repatriation of accompanying persons	Return ticket*+Connection Taxi**	No deductible
➤ Repatriation of children of under 18.	Return ticket*+ Connection Taxi **	No deductible
➤ Visit of a close friend or family member	Round trip ticket* + Hotel costs €150 per night/per person/Max. 10 nights	No deductible
➤ Prolongation of trip and hotel costs	Hotel costs €150 per night/per person/Max. 10 nights	No deductible
➤ Continuation of the trip	Return ticket*+ Connection Taxi **	No deductible
➤ Medical costs away from country of residency (including in case of COVID) a) Europe and Mediterranean countries b) Rest of the world	a) €75000 b) €150000	a) and b) €250 per person
➤ Emergency dental care ➤ Positive PCR Test	€250 €100	No deductible
➤ Advance on medical costs away from country of residency (including in case of COVID) a) Europe and Mediterranean countries b) Rest of the world	a) €75000 b) €150000	a) and b) €250 per person
➤ Shipping of medication abroad	Shipping costs	No deductible
➤ Shipping of prosthetics abroad	Shipping costs	No deductible
Body repatriation		No deductible
➤ Body repatriation ➤ Funeral costs required to transport the body ➤ Casket or Urn costs	Actual costs Actual costs €2500	
➤ Death-related formalities	Round trip ticket* + Hotel costs €150 per night/person/max. 4 nights	No deductible
Early return		No deductible
➤ In the event of hospitalisation or death of a family member ➤ In case of damages at the place of residence	Return ticket*/maximum €750 per person + Connection Taxi **	
➤ Impossible Return	€150 per night/person/ max. 5 nights	No deductible
➤ Replacement driver	Transport title* or driver put at disposal	No deductible
➤ Legal assistance abroad: criminal deposit advance	€10,000	No deductible
➤ Legal assistance abroad: Legal fees	€5,000	No deductible
➤ Search or rescue costs at sea or in the mountains	€4,500	No deductible
➤ On-slope rescue costs	€4,500 per person/max. €9,000 per event	No deductible
➤ Transmission of urgent message	Actual costs	No deductible

3.2/ MEDICAL ASSISTANCE (following)		Maximum cover	Deductible
➤ Money advance (abroad only)		€1,500	No deductible
➤ Official documentation		Shipping costs	No deductible
➤ Psychological support		2 sessions per event	No deductible
➤ Local phone package		Max. €50	No deductible
➤ Psychological support following a quarantine period		2 sessions per event	No deductible
3.3/ COVID ASSISTANCE		Maximum Cover	Deductible
➤ Trip suspension		Hotel costs until day of possible return €150 per night/person max 10 nights / return ticket maximum €750 per person + connection Taxi**	No deductible
➤ Reported return			
➤ Implications of quarantine			
3.4/ COMPLEMENTARY ASSISTANCE		Maximum Cover	Deductible
➤ Arrangements from specialist help following damages to place of residence		€200	No deductible
➤ Sick person caretaker		20 hours max.	No deductible
➤ Children caretaker		20 hours max.	No deductible
➤ Shipping of medication		Shipping costs	No deductible
➤ Pedagogical support for your minor child		15 hours per week Max. 1 month	No deductible
➤ Domestic pet caretaker		10 days max.	No deductible
➤ Household help		10 hours distributed over 4 weeks	No deductible
➤ Household shopping delivery		Shipping costs (15 days max.)	No deductible
➤ Hospital comfort		TV location: €100	No deductible

*Ticket for a 1st class train or by air in economy class

**Connection taxi to Hôtel/Airport/Train station/Place of residence

ARTICLE 1 – DEFINITIONS AND TERMS AND CONDITIONS OF APPLICATION

1.1 INSURERS

The « **Comprehensive** » contract is a group insurance contract with optional membership no. **AY2022012** (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, Missed Departure and Return, Luggage, Curtailed Trip, Transport delay, and with **RESSOURCES MUTUELLES ASSISTANCE** (hereinafter referred to as « **VYV IA** » or “Insurer”) for the Repatriation assistance guarantee, 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, Departure missed Return Missed, Luggage, Curtailed Trip.

The contract is implemented by **VYV IA** for the repatriation assistance guarantee.

The Trip Cancellation, Missed Departure and Return, Luggage, Curtailed trip, and Delayed Transport 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.

The Medical Assistance guarantees of the Contract are supported by RESSOURCES MUTUELLES ASSISTANCE: Assistance Union governed by the provisions of “Livre II du Code de la mutualité”, having its registered office at 46 rue du Moulin - B.P. 62127 - 44121 VERTOU cedex, registered in the Siren Directory under the SIREN number 444 269 682, also known as the "Organisme d'Assureur". The management is entrusted to LLT CONSULTING SAS, société par action simplifiée with a capital of 100,000 euros, having its registered office at 3 Passage de la Corvette 17000 La Rochelle, France, registered in the “Registre du commerce et des sociétés de La Rochelle” under number 828 002 188 and in the ORIAS under number 17004577 for the implementation of medical assistance guarantees.

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
- ✓ Missed departure and Return
- ✓ Theft, destruction, lost luggage, delay in delivering luggage,
- ✓ Curtailed trip
- ✓ Transport delay

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 for 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 MISSED DEPARTURE AND RETURN

2.2.1 DEFINITION OF THE COVER

MISSED DEPARTURE

If you miss your aircraft on your outward journey, following an event which is unforeseeable and independent of your will, and which can be proven, we shall reimburse the cost of purchasing a new ticket for the same destination, provided you leave within the following 24 hours or buy the first available flight, up to the maximum value stated in the Table of Cover

This cover is operative provided you have allowed a margin of 2 hours minimum before the final check-in time.

The value of our refund may never be higher than that which cancellation of the journey would cause.

MISSED RETURN

If, following an event which is unforeseeable and independent of your will, and which can be proven, you miss a connection on your return journey (different airline or carrier for both sections), we shall reimburse to you the cost of purchasing a new ticket to enable you to reach the final destination shown in your sales contract.

2.2.2 COVER LIMITATIONS

For a given Journey you can enjoy the missed departure and missed return cover. **However, our reimbursement will be limited for both these guarantees to the maximum value given in the Table of Cover.**

We shall pay for the transport tickets based on the same class of reservation as the one shown in your journey registration form, and for the most direct journeys.

2.2.3 COVER EXEMPTIONS

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

- ◆ Reimbursement of services other than a transport ticket
- ◆ In the case of the missed departure guarantee, everything for which the carrier is liable (including strike by personnel)
- ◆ In the case of the missed return guarantee: the return journey without connection or the return on a journey with connection, provided by the same transport company or two companies having signed an airline alliance agreement.

2.2.6 YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must submit your claim declaration to PRESENCE ASSISTANCE TOURISME within 5 working days, except in the case of fortuitous events or force majeure.

You must also provide any information or documents that you may be asked for in order to justify the reason for your claim.

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

If, in bad faith, you make false declarations on the nature and circumstances of the loss, on the amount of the damage or do not declare the existence of other insurance covering the same risks, use inaccurate documents as justification or use fraudulent means, you will be deprived of any right to compensation.

2.3 LUGGAGE

2.3.1 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 purchased 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.

2.3.2 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.

2.3.3 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.

2.3.4 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.

2.3.5 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.

2.3.6 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.

2.3.7 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.

2.4 CURTAILED TRIP

2.4.1 DEFINITION OF THE COVER

Following medical repatriation organised by VYV IA or by any other assistance company, we shall reimburse to you, and the members of your family insured by the present contract, or a person without any family connection accompanying you, insured by the present contract, accommodation expenses for which payment has already been made and which are unused (not including return transport ticket).

Our reimbursement shall be calculated in proportion to time, from the night after the event leading to medical repatriation or hospitalisation in the location.

Similarly, if a member of your family not participating in the journey suffers a serious illness, a serious bodily accident, or a death, and as a consequence you must discontinue your trip, and we proceed to repatriate you, we shall reimburse to you, and to the members of your family insured by the present contract, or a person without any family connection accompanying you and insured by the present contract, accommodation expenses for which payment has already been made and which are unused (not including return transport ticket)

Our reimbursement shall be calculated in proportion to time, from the night after the early return date.

We also make a payment in the event of a theft, serious fire damage, explosion, water damage, or damage caused by the forces of nature to your professional or private premises, necessarily implying that you must be present to take the necessary protective measures; we also reimburse to you and the members of your family insured by the present contract, or a person without any family connection accompanying you and insured by the present contract, accommodation expenses for which payment has already been made and which are unused (not including return transport ticket)

Our reimbursement shall be calculated in proportion to time, from the night after the early return date.

2.4.2 COVER EXEMPTIONS

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

- ◆ **request for reimbursement of the return transport ticket**
- ◆ **Repatriation or early return which has not been organised by an assistance company**
- ◆ **Request for reimbursement of services not included in the journey registration form and therefore not covered (even if these services are purchased from the local representative of the organiser in the place of destination)**

2.4.3 YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must send PRESENCE ASSISTANCE TOURISME all documents required to open the file and prove by this means the justification and value of the claim.

You must in all cases send:

- The name of the assistance company which carried out the repatriations or the early return, together with the file number which was sent to you.
- The journey registration invoice or the agency's registration form
- The detailed invoice of the tour operator showing land-based services and transport services

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.

2.5 TRANSPORT DELAY

2.5.1 DEFINITION OF THE COVER

If, on arrival at the destination, you experience a transport delay (aircraft, train or boat) of over 4 hours compared to the time stipulated in your sales contract, we shall reimburse you a flat-rate sum up to the maximum value stated in the Table of Cover. The compensation payments can be used in conjunction if you experience a delay of at least 4 hours on the outward journey and at least 4 hours on the return journey.

2.5.2 COVER LIMITATIONS

The cover is operative provided the covered journey has been made.

2.5.3 COVER EXCLUSIONS

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

- ◆ a state of civil war or foreign war in the country of departure, transfer, or arrival of the covered journey,
- ◆ your refusal to use the covered transport,
- ◆ A decision by the airport authorities, civil aviation authorities or other authorities having made an announcement of the modifications of the departure times more than 24 hours before the date of the outward or return journey shown on the Insured's transport ticket;
- ◆ Difference between the scheduled arrival time at destination, and the arrival time really recorded, shown on the confirmation provided by the carrier of less than 4 hours;
- ◆ All Events occurring between the date on which the Insured reserved their journey and the date on which the Contract is signed;
- ◆ Cancellation of the journey by the transport company at any time whatsoever;
- ◆ Failure by the Insured to take the transport for which their reservation was confirmed, for any reason whatsoever;
- ◆ Non-admission on board due to a failure to meet the deadline for checking in luggage and/or presenting for boarding.

It is our responsibility to prove that the transport delay is a consequence of one of the facts listed above, except in the case of foreign war, in which case, in application of the provisions of the French Insurance Code, it is your responsibility to prove that the transport delay is caused by a cause other than foreign war.

2.5.4 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.

2.5.5 YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

The Insured must:

- Inform PRESENCE ASSISTANCE TOURISME on their return, and at the latest within 15 days of their return. If the claim is not made within this period, and if, consequently, **the Insurer** incurs a loss, the Insured shall lose all rights to compensation.
- Give PRESENCE ASSISTANCE TOURISME a confirmation of delay, produced and stamped by the transport company or its representative. This confirmation must include the scheduled time of arrival at the destination, the arrival time really noted, and must in all cases mention the name of the Insured if the latter cannot provide the stub of their boarding card, or proof of their presence on board.

IMPORTANT:

If you do not meet the obligations listed above it will be impossible to establish the reality of the delayed transport, and you will not therefore be able to be compensated.

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.

ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANCE COVER

3.1 DEFINITIONS

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.

Events covered under assistance

The events covered under assistance are developed in the description of each of the guarantees defined below and apply following events such as a bodily accident, sudden and unforeseeable illness, death of an Insured, sudden and unforeseeable complication occurring during the illness.

Performance of the services

The benefits covered by this Agreement may only be initiated with the prior approval of **VYV IA**. Accordingly, no expenses incurred by the **Insured** under this agreement will be reimbursed by **VYV IA**.

Accommodation

Accommodation or overnight stay means the cost of one or more hotel rooms, regardless of the number of Insureds occupying the room, including breakfast.

Illness

Sudden and unforeseeable alteration of health, i.e. not diagnosed and/or treated or not hospitalized in the 6 months preceding the insured stay, and certified by a competent medical authority.

We organize

We take the necessary steps to give you access to the service.

We take care of

We finance the service.

Itinerant trip

Travel organized by the Subscriber, based on a program (Cruise or Tour) with stages over several days.

3.2 DETAIL FOR PERSONAL ASSISTANCE COVERAGE

If you fall sick or are injured, or you die during a covered journey. We intervene on the following terms:

3.2.1 JOURNEY AND MEDICAL INFORMATION 24/7

In no case, we cannot substitute ourselves for local emergency services such as SAMU, SMUR, firemen, etc.

For any request for information and useful information for the organization and the good progress of your trip, then throughout the guaranteed stay, you can contact us 24 hours a day and 7 days a week.

You can get information about:

- Sanitary information: Health, Hygiene, Vaccination, Precautions to be taken, Regional medical center, Women advices, Time zone differences, Pet travel.
- Weather information: Climate, punctual weather
- Administrative information: Embassy, Visas, Police/Customs formalities, Legislation, International permits, Currency, Currency exchange, Economic data of the visited country.

VYV IA physicians are also available for any information you may need in case of travel during an epidemic or pandemic. Information is given by telephone and is not confirmed in writing or sent by mail.

The information is provided by telephone and is not confirmed in writing or sent by mail.

Information services are provided between 8:00 a.m. and 7:00 p.m. and within the time frame normally required to satisfy the request.

However, regardless of the time of the call, we receive and record your requests and your contact information in order to call you back to provide the expected answers.

This guarantee commits the **Insurer** within the limit indicated in the Table of Guarantees.

3.2.2 REPATRIATION OR SANITARY TRANSPORT (INCLUDING COVID)

You are sick or injured during a covered trip. We organize and pay for your repatriation to your home or to a hospital near you.

Only medical requirements are taken into consideration when deciding on the date of repatriation, the choice of means of transportation or the place of hospitalization.

The decision to repatriate is made by the doctors of **VYV IA** based on the medical information provided at the time of the claim.

Failure to provide the medical information required by the VYV IA doctors to make a decision will result in the cancellation of the guarantee:

- **Failure to provide medical information,**
- **The absence of written consent for the transmission of the Insured's medical information.**

Similarly, any refusal of the solution proposed by VYV IA's doctors will result in the cancellation of the guarantee.

This guarantee commits **the Insurer** to the limit indicated in the Table of Benefits.

3.2.3 REPATRIATION OF ACCOMPANYING PERSONS

An Insured is medically repatriated by **VYV IA**, or dies during a covered trip.

We organize and pay for the return transportation of the insured members of your family or of a person **insured** under this contract accompanying you (modification of the initial return ticket or new ticket if the ticket cannot be modified), to the destination of the repatriated Insured.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.2.4 REPATRIATION OF CHILDREN AGED UNDER 18

If you are ill or injured and no one is able to take care of your children under 18 years of age, we will organize and pay for the return trip of a person of your choice or one of our hostesses to bring them back to your home or that of a member of your family.

This coverage is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

3.2.5 VISIT OF A CLOSE FRIEND OR FAMILY MEMBER

You are hospitalized on site upon the decision of our medical team, before your medical repatriation, for a period of more than 3 days. We will organize and pay for round-trip transportation for a member of your family residing in the same country as you, as well as their accommodation expenses (room, breakfast) to come to your bedside, provided that on the date of arrival of the family member, the VYV IA medical team confirms that the hospitalization will continue.

In all cases, the cost of meals or other expenses will be borne by the person concerned.

This benefit cannot be combined with the "Repatriation of accompanying persons" benefit and the "Extension of stay" benefit.

This benefit is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

3.2.6 PROLONGATION OF STAY

During a covered trip, you are obliged to extend your stay for medical reasons or for hospitalization beyond your initial return date.

We will cover the cost of accommodation (room and breakfast) for insured members of your family or an **insured** companion to stay at your bedside.

The need for hospitalization or the medical reason given must be validated by VYV IA's doctors.

In all cases, the cost of meals or other expenses will be borne by these persons.

This benefit cannot be combined with the "Visit of a relative" benefit.

This benefit is binding on the **Insurer** within the limit indicated in the Table of Benefits.

3.2.7 JOURNEY CONTINUATION

You are ill or injured during a covered trip and you must interrupt your trip.

Upon validation by the **VYV IA** doctors, we organize and pay for your accommodation expenses as well as those of your **insured** family members or an **insured** companion who remains at your bedside

We will pay the transportation costs to continue the trip that you interrupted. In this case, the covered transportation will take you to the place scheduled in the travel program, not to the place where your trip was interrupted.

In no case may the cost of continuing the trip exceed the cost of a return ticket to the country of residence.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance guarantee.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.2.8 OUT-OF-COUNTRY MEDICAL EXPENSES

When medical expenses have been incurred with **our prior agreement**, we will reimburse you for the portion of these expenses that has not been covered by any insurance organization to which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance organizations, after deduction of a deductible, and subject to the communication of original proof of reimbursement from your insurance organization.

This reimbursement covers the expenses defined below, if they are related to care received by you outside your country of residence following an illness or accident that occurred outside your country of residence.

In this case, we will reimburse the amount of expenses incurred up to the maximum amount indicated in the Table of Benefits.

If the Insurance Organization to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to your providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the Insurance Organization.

This benefit ceases on the day we are able to repatriate you.

Nature of expenses eligible for reimbursement (subject to prior agreement) :

- Medical fees,
- Costs of medication prescribed by a physician or surgeon,
- Ambulance fees prescribed by a doctor for transportation to the nearest hospital, and this only in the event of refusal of coverage by the Insurance Organizations,
- Hospitalization costs if you are deemed non-transportable, by decision of **VYV IA's** doctors, taken after gathering information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- Emergency dental expenses (up to the amount indicated in the Table of Benefits, with no deductible).
- COVID test fees, when the **Insured** person performs a transit, if positive (limited to the amount indicated in the Table of Benefits).

This benefit is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

3.2.9 OUT-OF-COUNTRY MEDICAL EXPENSES ADVANCE PAYMENT

This benefit is an extension of the "Out-of-Country Medical Expenses" benefit.

If the **Insured** is outside his or her country of residence and unable to pay for his or her Medical Expenses due to an Illness or an Accident that occurred during the Period of Coverage, **VYV IA** may agree, at the request of the **Insured** (principle of prior agreement), to pay the advance under the following cumulative conditions:

- **VYV IA's** doctors must judge, after gathering information from the local doctor, that it is impossible to repatriate the **Insured** to his/her country of residence immediately,
- The treatment to which the advance applies must be prescribed in agreement with **VYV IA's** physicians,

- The Insured or any person authorized by him/her must formally undertake, by signing a specific document provided by **VYV IA** at the time of implementation of this benefit, to
 - to transfer a financial guarantee recognized and established by **VYV IA** of an equivalent value of the sums necessary for the payment of the medical expenses,
 - to reimburse **VYV IA** for the sums paid for the advance of medical expenses through an acknowledgement of debt
 - to transmit to **VYV IA** the documents relating to **VYV IA**'s right of subrogation.

If the Insured fails to take the above steps, he/she will not be entitled to the "Medical expenses outside the country of residence" and "Advance on medical expenses outside the country of residence" benefits.

This coverage ceases as of the day **VYV IA** is able to repatriate the Insured, or the day the **Insured** returns to his/her country of origin.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.2.10 MEDICATION SHIPPING

During a covered stay outside the country of residence, **VYV IA** covers the cost of sending medication that is essential for the continuation of a treatment in progress, if the **Insured** is unable to obtain the medication locally or to obtain its equivalent.

The cost of purchasing these medications and customs fees is the responsibility of the **Insured**.

This coverage is valid for one shipment only and ceases upon return to the Insured's home. This benefit cannot be repeated.

This coverage is limited to the authorization to transport the medication to the country concerned and to the conditions of transport guaranteeing their integrity.

This coverage commits the **Insurer** within the limit indicated in the Table of Benefits.

3.1.11 PROSTHETICS SHIPPING

During a covered trip outside the country of residence, **VYV IA** covers the cost of shipping glasses, corrective lenses, or hearing aids that the **Insured** usually wears, following the breakage or loss of these, if the **Insured** no longer has them and cannot obtain them locally or obtain their equivalent.

This shipment is subject to the **Insured** providing the complete characteristics of the prostheses and the contact information of the **Insured's** ophthalmologist or prosthetist.

The cost of designing and purchasing these glasses, lenses or prostheses and the cost of customs duties are the responsibility of the **Insured**.

This coverage is valid for one shipment only and ceases upon return to the Insured's home. This coverage cannot be iterated.

This guarantee is restricted to the authorizations of routing in the country concerned and to the conditions of transport guaranteeing their integrity.

This guarantee commits the **Insurer** to the limit indicated in the Table of Guarantees.

3.2.12 BODY REPATRIATION

You die during a covered trip. We organize the repatriation of your body to the place of burial in your country of residence.

In this context, we will pay for

- The cost of transporting the body,

- Costs related to the conservation care required by the applicable legislation,
- Expenses directly related to the transportation of the body,
- The cost of the coffin or urn.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.2.13 DEATH RELATED FORMALITIES

If you are traveling alone, and if the presence of a family member or a close friend of the deceased is essential to identify the body and to carry out the formalities for repatriation or cremation, we will organize and pay for a round trip ticket, as well as the accommodation costs (room and breakfast) incurred on behalf of this person

All other expenses remain the responsibility of the family of the deceased.

The **Insurer** is committed to this coverage within the limit indicated in the Table of Benefits.

3.2.14 ANTICIPATED RETURN

In case of hospitalization or death of a family member

Following the unforeseen hospitalization of more than 10 days or in the event of a deterioration in the state of health (life-threatening diagnosis) of a member of your family already hospitalized (ascendant or descendant to the 1st degree) or of his/her death, **VYV IA** organizes and pays for the return transportation costs of the **insured** members of your family or of a person insured under the present contract accompanying you to the patient's bedside (modification of the initial Return Ticket or new ticket if the ticket cannot be modified).

This coverage commits the **Insurer** within the limit indicated in the Table of Benefits.

In the event of a claim at home

During your trip, you learn of an accidental loss at your home that requires protective measures to limit its consequences.

If your presence is indispensable to carry out the necessary steps, we organize and pay for your return transportation costs (modification of the initial Return Ticket or new ticket if the ticket cannot be modified) and those of the insured members of your family or of a person **insured** under this contract accompanying you.

If you fail to submit proof of loss (claim report to the **Insurer**, expert report, complaint report, etc.) within a maximum of 30 days, we reserve the right to bill you for the entire service.

This guarantee commits the **Insurer** to the limit indicated in the Table of Guarantees.

3.2.15 IMPOSSIBLE RETURN

As an exception to the general exclusions of the contract, the "Impossible return" guarantee covers you if you are unable to make your return flight on the scheduled date:

- as a result of the total or partial closure of the airport of departure or arrival due to a case of force majeure, i.e. an unforeseeable and insurmountable external event, not known at the time of subscription,
- as a result of measures taken by the local government or airline companies to restrict the movement of people in the event of an epidemic or pandemic.

After prior agreement from the **VYV IA** assistance service, we will reimburse you, upon presentation of receipts, for hotel expenses resulting from the extension of your stay.

In addition, in the event of return to a date later than that initially planned, we will pay for the return transportation ticket. In this case, **VYV IA**:

- decides on the nature of the ticket made available to the **Insured**,
- systematically favors the modification of the return ticket when organizing and paying for a return on a commercial flight

Therefore, the **Insured**:

- accepts that **VYV IA** makes this modification on his/her return ticket.
- must return to **VYV IA** the return ticket initially planned and not used when VYV IA has taken charge of the transportation of an Insured,

This guarantee is not cumulative with the "Extension of stay" guarantee in case of assistance.

The "Impossible return" guarantee does not cover the impossibility of leaving due to the failure of a third party (Tour Operator, Travel Agency, Airline...) in the material organization of the trip.

This coverage commits the **Insurer** within the limit indicated in the Table of Benefits.

3.2.16 REPLACEMENT DRIVER

You are ill or injured, this illness or injury having led, after medical advice from our doctors, to hospitalization for a minimum of 24 hours, during a covered stay in one of the countries listed below and you are no longer able to drive your personal motorized land vehicle of less than 3.5 tons. If none of the passengers is able to replace you, we will provide a driver to bring the vehicle back to your place of residence by the most direct route.

We pay the driver's travel expenses and salary.

The driver is required to respect the labor laws, and in general the French regulations.

If your vehicle is more than 8 years old and/or 150,000 km old or if its condition and/or its load does not comply with the standards defined by the French Highway Code, you must mention it to us. We reserve the right not to send a driver.

In this case, and as an alternative to the provision of a driver, we provide and pay for a ticket to pick up the vehicle.

This service applies only in the countries listed below:

France (including Monaco, Andorra, except DOM-TOM), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland.

The cost of fuel, tolls, hotel, and restaurant expenses for any passengers remain at your expense.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.2.17 LEGAL ASSISTANCE

Reimbursement of fees

During a covered trip outside your country of residence, you may be subject to legal action or imprisonment for failure to comply with or involuntary violation of local laws and regulations.

We can reimburse you for the fees of the legal representatives you may have to call upon if an action is taken against you, provided that the acts complained of are not subject to criminal sanction according to the legislation of the country, and if you first call your assistance service.

This guarantee does not apply to acts related to your professional activity or the custody of a motorized land vehicle.

Criminal Deposit

If the **Insured** is incarcerated or threatened with incarceration during a covered trip outside his/her country of residence, **VYV IA** will advance the criminal bail to the **Insured**.

In this context, the Insured agrees to transfer a financial guarantee recognized and recorded by VYV IA of a value equivalent to the sums necessary for the implementation of the advance of funds related to the bail. In the absence of a financial guarantee transferred by the **Insured**, no advance of funds will be granted by **VYV IA**.

Repayment of this advance must be made within two months of our request for repayment. If the criminal deposit is reimbursed to you before this deadline by the authorities of the country, it must be returned to us immediately.

Legal proceedings may be instituted if the advance is not reimbursed within the aforementioned deadline.

This guarantee commits the **Insurer** to the limit indicated in the Table of Guarantees.

3.2.18 SEARCH AND RESCUE COSTS AT SEA AND IN THE MOUNTAINS

We will pay the costs of search and rescue at sea or in the mountains following a life-threatening event. Only costs invoiced by a company duly approved for these activities can be reimbursed.

In no case can we substitute ourselves for local emergency rescue organizations.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.2.19 ON SLOPE RESCUE COSTS

You are the victim of a skiing accident on open and marked runs. We will pay the cost of sledding you from the scene of the accident to the bottom of the slopes or to the nearest rescue center to the scene of the accident.

These costs are covered if **VVV IA** is informed before the end of your stay in the ski resort, and/or within 48 hours of the intervention of the rescue services.

This guarantee commits the **Insurer** to the limit indicated in the Table of Guarantees.

3.2.20 URGENT MESSAGE TRANSMISSION

You are unable to contact a person in your country of residence. We will forward the message if you are unable to do so.

The messages transmitted cannot be of a serious or sensitive nature. The messages remain under the responsibility of their authors who must be able to be identified, and engage only them. We only play the role of intermediary for their transmission.

This guarantee commits the **Insurer** within the limit indicated in the Table of Guarantees.

3.2.21 PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

In case of quarantine during your stay outside your country of residence, we can, after consultation with our medical team, put you in touch by telephone with a psychologist. All these interviews are entirely subject to the principles of strict confidentiality.

This guarantee is binding on the **Insurer** within the limits indicated in the Table of Benefits.

3.2.22 PSYCHOLOGICAL SUPPORT IN CASE OF REPATRIATION

In the event of significant trauma following an event related to repatriation, we can, upon your return home in the context of a repatriation organized by us, put you in touch with a psychologist by telephone, at your request. These interviews are completely confidential.

This coverage is binding on the **Insurer** within the limits indicated in the Table of Benefits.

3.2.23 LOCAL TELEPHONE PLAN

During a covered stay outside your country of residence and while you are in quarantine, we will cover the cost of a local telephone package.

This benefit is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

3.2.24 MONEY ADVANCE

During a guaranteed stay outside the country of residence, your means of payment or your official papers (passports, national identity card, etc.) have been lost or stolen.

Upon a simple call to our service, we will inform you of the steps to take (filing a complaint, renewing your papers, etc.)

The information communicated is of a documentary nature. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds.

The Insured agrees to transfer a financial guarantee recognized and certified by VYV IA of a value equivalent to the sums necessary for the implementation of the cash advance.

This advance is repayable to **VYV IA** within 30 days of the funds being made available.

In the event of non-payment, we reserve the right to initiate all useful recovery proceedings.

This guarantee commits the **Insurer** within the limit indicated in the Table of Guarantees.

3.2.25 PAPIERS OFFICIELS

During a covered stay outside the country of residence, the **Insured's** official papers have been lost or stolen.

In this case, if duplicates of the official papers can be sent to the **Insured** at his place of stay from his country of residence, by a person of his choice, **VYV IA** will reimburse the cost of sending these documents, upon presentation of the original receipts for the cost of sending them and proof of loss or theft of these papers.

This guarantee commits the **Insurer** to the limit indicated in the Table of Guarantees.

3.3 DESCRIPTION OF THE "COVID" ASSISTANCE COVER

3.3.1 SUSPENSION OF STAY

As part of the trip organized by the Subscriber, you were able to take your outbound flight included in the insured trip to reach the departure point of the itinerant trip.

Following a positive COVID test, you are unable to continue with the program of the guaranteed itinerant trip organized by the Policyholder.

We will pay for:

- accommodation in case of quarantine.
- and, if the return flight is included in the insured trip organized by the Policyholder:
 - modification of the RETURN ticket or,
 - the purchase of a new return ticket if the RETURN flight is impossible on the date initially planned, or
 - the transfer to join the group allowing you to continue your trip, within the limit of the cost necessary for the implementation of a repatriation.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.3.2 DELAYED RETURN

In the context of the trip organized by the Policyholder, including the return flight, at the time of return, you cannot board the RETURN flight due to a positive COVID test.

We will pay for:

- accommodation in case of quarantine.
- modification of the return ticket or the purchase of a new return ticket if the RETURN flight is impossible on the date initially planned

This coverage commits the **Insurer** within the limit indicated in the Table of Benefits.

3.3.3 CONSEQUENCES OF QUARANTINE

As part of the insured trip organized by the Policyholder, including return flights and accommodation, following a positive COVID test, you must leave the accommodation at the insured trip location for quarantine in order to comply with the obligations of the country of stay prescribed by the local authorities, without a temporary accommodation solution being offered to you by the trip host.

We will pay for:

- the accommodation related to this quarantine.
- And, if the return flight is included in the trip organized by the Policyholder:
 - modification of the return ticket or,
 - the purchase of a new return ticket if the RETURN flight is impossible on the date initially planned.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.4 DESCRIPTION OF ADDITIONAL PERSONAL ASSISTANCE BENEFITS

When, during your insured trip outside your country of residence, you are the victim of an illness or accident that requires repatriation and hospitalization or immobilization at home for more than 5 days following your return, we will provide you with additional services and benefits, if you submit a request to us within 15 days of your return.

These services are provided only in metropolitan France, from Monday to Saturday (excluding holidays) from 8:00 am to 7:00 pm.

3.4.1 ASSISTANCE WITH A HOME RELATED CLAIM

While you are traveling, your home is subject to a flood, fire or burglary and the damage caused requires protective measures.

We will put you in touch with a specialist (plumber, locksmith, glazier, security company) and we will cover the cost of the intervention.

In addition, if your home is uninhabitable when you return from your trip, we will pay for your hotel stay up to the maximum amount per **Insured** person living under the same roof.

This coverage is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

3.4.2 SICK CARETAKER

In the event of illness, when you return home, we will arrange and pay for a nurse to be sent to your bedside.

The nurse does not replace a health professional such as a nurse or doctor to provide care.

This coverage is binding on the **Insurer** within the limits indicated in the Table of Benefits.

3.4.3 CHILDREN CARETAKER

If you have children under 18 years of age, residing at your home:

- Either, we organize and take care of their care at your home between 7:00 a.m. and 7:00 p.m., within the limits of local availability.
The person in charge of your children's care will be able to drive them to school or daycare and return to pick them up, if no relative is available;
- Or, we provide one of your relatives residing in metropolitan France with a return ticket (train or plane) so that he/she can go to your home to look after them;
- Or, we provide your children with a round trip ticket (train or plane) to go to one of your relative's home, residing in Metropolitan France. They will be accompanied by a hostess appointed by our services.

This guarantee is binding on the **Insurer** within the limits indicated in the Table of Benefits.

3.4.4 MEDICATION SHIPPING

If we have organized your repatriation to your country of origin, and in the event of a prescription requiring the purchase of essential medication, when you are unable to travel with the prescription that you send us, we will take the necessary steps to find and bring the medication to your home, subject to its availability in a pharmacy. This benefit is binding on the **Insurer** within the limits indicated in the Table of Benefits.

3.4.5 SOUTIEN PEDAGOGIQUE DE VOTRE ENFANT MINEUR

If, as a result of an accident or illness related to a covered event, your minor child is immobilized for more than 15 consecutive days, resulting in an absence from school of the same duration, we organize and pay for private lessons with a tutor, subject to local availability.

Our guarantee applies from the first day of immobilization and during the current school year, for children in primary or secondary school (1st and 2nd cycle).

This guarantee is binding on the **Insurer** within the limits indicated in the Table of Benefits.

3.4.6 PET CARE

We will pay for the care of your pets (dogs and cats) outside your home, if they have received the required vaccinations. The costs of care and feeding are covered.

This coverage commits the **Insurer** to the limit indicated in the Table of Benefits.

3.4.7 HOME ATTENDANCE

Following your repatriation by our care and to facilitate the return to normal life in your home, we will provide you with the services of a home help:

- Either from the first day of your hospitalization, by helping your family to meet the domestic obligations that are usually incumbent upon you,
- Or as soon as you leave the hospital, by relieving you of the household tasks that your convalescence does not allow you to assume.

The number of hours and the duration of application are, in all cases, determined by our medical service.

This benefit is binding on the **Insurer** within the limit indicated in the Table of Benefits.

3.4.8 DELIVERY OF MEALS AND GROCERIES

Following your repatriation by us, you are unable to travel outside your home, we will organize and pay for the delivery of your groceries, subject to local availability.

This coverage is binding on the **Insurer** within the limit indicated in the Table of Benefits.

3.4.9 HOSPITAL COMFORT

You are hospitalized following your repatriation for a period equal to or greater than 5 days. We will cover the cost of renting a television set during your hospital stay.

This benefit is binding on the **Insurer** up to the limit indicated in the Table of Benefits.

3.3 LIMITATIONS ON THE COMMITMENT OF VYV IA

The interventions that **VYV IA** is led to carry out are done in full compliance with national and international laws and regulations. They are therefore linked to obtaining the necessary authorizations from the competent authorities.

If the Insured refuses to follow the decisions taken by the **VYV IA** medical service, he/she releases **VYV IA** from any responsibility for the consequences of such an initiative and the Insured loses any right to benefits or compensation.

VYV IA may not under any circumstances substitute for local emergency rescue organizations or assume responsibility for the costs thus incurred.

VYV IA can only intervene within the limits of the agreements given by the local authorities. **VYV IA** will not be held responsible for the failures or delays in the execution of its obligations which would result from these cases of force majeure such as civil or foreign war, revolution, riot, strike, seizure or constraint by the public force, official prohibitions, piracy, explosions of devices, nuclear or radioactive effects, epidemics, climatic or natural impediments in particular storms, hurricanes, earthquakes.

For all the guarantees implemented that require it, **VYV IA** decides on the nature of the ticketing made available to the Insured. **VYV IA** will systematically favor the modification of the return ticket when organizing and paying for a return trip on a commercial flight. The Insured agrees that **VYV IA** may make this change on his/her return

ticket. When **VYV IA** has taken charge of the transportation of an Insured, the latter must return the return ticket initially planned and not used.

The guarantee takes effect on the day of departure and expires on the day of return for the duration indicated on the travel membership certificate, without exceeding 90 days.

The maximum liability of **VYV IA** in the event of a claim is set out in the Table of Benefits.

3.4 ASSISTANCE COVERAGE EXCLUSIONS

Our intervention does not apply to:

- Travel undertaken for diagnostic and/or treatment purposes,
- Medical and hospitalization expenses in the country of residence,
- Benign illnesses or injuries that can be treated on the spot and/or that do not prevent the Insured from continuing his/her trip,
- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary interruption of pregnancy, the aftermath of childbirth,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- Prosthesis costs: optical, dental, acoustic, functional, etc.
- The consequences of situations involving infectious risks in an epidemic or pandemic context that are subject to quarantine or containment measures or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the coverage,
- The cost of spa treatments, cosmetic treatments, vaccinations and related expenses,
- Stays in a rest home and the resulting expenses,
- Rehabilitation, physiotherapy, chiropractic treatments and related expenses,
- Planned hospitalizations.

3.5 OPERATING RULES FOR ASSISTANCE SERVICES

In the event that there are other insurance policies covering the same risks, the present contract will only apply in addition to the guarantees that exist elsewhere, unless otherwise provided for in the latter.

The implementation of the guarantees is OBLIGATORY subject to the prior agreement of the **VYV IA** services based on the conditions of the guarantees provided for by the present contract. Only the guarantees and services organized by or in agreement with its services are covered by **VYV IA**. The express agreement of **VYV IA** is materialized by communicating a file number to the Insured. **VYV IA** intervenes within the framework set by national and international laws and regulations.

Contact details for reporting the claim:

Tel : 00 33 5 86 85 01 28

E-Mail : ops@vyv-ia.com

VYV International Assistance

Assistance Voyages - PRESENCE

3 Passage de la corvette

17 000 La Rochelle - France

The **VYV IA** Assistance Center is available 24 hours a day, 7 days a week. To enable us to intervene in the best conditions, you will be asked for the following information when you call:

- Your contract number: **AY2022012**
- Your name and first name,
- Your home address,
- The country, city or town where you are at the time of the call, specifying the exact address (number, street, hotel, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

The request for assistance must be made within 48 hours after the date of occurrence of the event related to this request. Beyond 48 hours, **VYV IA** will be able to accompany and guide the **Insured** but will not be able to take charge of the request.

At the time of the first call, you will be given an assistance file number. You should always call it back when dealing with our Assistance Service.

All requests for assistance, regardless of their nature, are received on this single number. Upon receipt of a call, and after identification of the nature of the intervention to be conducted, VYV IA will call (x) provider (s) and consultant (s) specialized.

VYV IA can only intervene within the limits of the agreements given by the local, medical and/or administrative authorities, and cannot in any case substitute itself for the local emergency organizations if they are under the responsibility of the public authority, nor can it take charge of the expenses thus incurred.

The Subscriber may contact VYV IA directly for the implementation of assistance services not provided for in the present contract, whether or not related to the benefits offered. He/she may also contact the Insurer who will direct him/her to VYV IA or VYV IA's partner if it concerns security assistance services.

These assistance services, after a feasibility study, will be the subject of a contract directly between the Subscriber and VYV IA or between the Subscriber and VYV IA's partner for security assistance services, without the Insurer's intervention in the contract. The provisions of the present contract will therefore not apply to these assistance services.

If VYV IA agrees to perform assistance services in a situation involving an infectious risk in an epidemic or pandemic context, subject to quarantine or containment measures or preventive measures or specific surveillance by the local, national, or international health authorities, the Insurer's commitment is acquired by the Insureds according to the terms and conditions mentioned under the present contract.

VYV IA shall take charge of and implement the means necessary for the execution of the guaranteed services provided for hereafter. These guaranteed services are available to the Insured 24 hours a day in the event of an accident or illness of which the Insured is a victim during the Activity throughout the world.

VYV IA operates a 24-hour, 365 day a year emergency telephone service staffed by multilingual assistants and has a team of qualified medical advisors, nurses, and doctors available to advise on the most appropriate medical assistance and treatment.

Only the medical authorities of VYV IA are authorized to decide on repatriation, choice of means of transport and place of Hospitalization and will, if necessary, contact the local attending physician and/or family physician, in order to intervene in the most appropriate conditions for the Insured.

VYV IA is only obliged to pay the additional costs to those that the Insured would normally have had to incur for his/her return.

3.6 CONDITIONS FOR REIMBURSEMENTS OF ASSISTANCE BENEFITS

To request a refund, the Insured must:

- Notify VYV IA imperatively within 2 working days. After this period, the Insured will lose any right to compensation if his/her delay has caused prejudice to VYV IA,
- To attach to his/her declaration:

- His insurance contract number and his file number assigned by the VYV IA Assistance Center,
- The detailed medical certificate indicating the exact nature and date of occurrence of the illness,
- The death certificate, if applicable,
- All documents necessary for the investigation of the case upon simple request from VYV IA and without delay.

Without the communication to the VYV IA medical advisor of the medical information necessary for the investigation, the file cannot be processed.

When VYV IA has paid for the transportation of the Insured, the latter must return the return ticket initially planned and not used.

ARTICLE 4 – EXCLUSIONS COMMON TO ALL GUARANTEES
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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 5 – PROCESSING OF CLAIMS

5.1 MEDICAL ASSISTANCE GUARANTEE

In the event of disagreement concerning the management of the contract, **the Subscriber and/or the Insured** shall address their claim to VYV IA, by writing to the following address

E-mail : contact@vyv-ia.com
 VYV International Assistance
 Assistance Voyages PRESENCE
 3 Passage de la corvette
 17 000 La Rochelle - France

If, after examining the claim, the disagreement persists, the **Insured** may request the opinion of the Mediator, without prejudice to other legal avenues of action, by e-mail (mediation@mutualite.fr) or at the following address

Médiateur de la Mutualité Française, FNMF, 255 rue de Vaugirard, 75719 PARIS Cedex 15. In the event of disagreement concerning the management of the contract, the Subscriber and/or the **Insured** shall address their claim to VYV IA, by writing to the following address

5.2 TRIP CANCELLATION, MISSED DEPARTURE AND RETURN LUGGAGE, TRIP CURTAILED, TRANSPORT DELAY, LUGGAGE, GUARANTEES

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 6 – PROTECTION OF PERSONAL DATA AND RIGHT OF RENUNCIATION

6.1 AREAS – 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

6.2 VYV IA – PROTECTION OF PERSONAL DATA

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals regarding the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation), in the context of the management of the insurance contract, the Insured's personal data may be transferred to VYV IA, its delegates, its service providers, its subcontractors or its reinsurers. Members are informed that data concerning them and their beneficiaries, if any, is processed for the purposes of taking out, managing, and executing this insurance contract and for its commercial management. It may also be used in the context of control operations, the fight against fraud and money laundering and the financing of terrorism, the search for beneficiaries of unpaid death contracts, the execution of legal and regulatory provisions, and this, in application of the present contract.

The data collected are essential to the implementation of these treatments and are intended for the services concerned of VYV IA as well as, if necessary, its subcontractors, service providers or partners. VYV IA is required to ensure that this data is accurate, complete and, where appropriate, updated. The collected data will be preserved during all the duration of the contractual relation increased by the legal prescriptions or in the respect of the durations envisaged by the National Commission of Data processing and Freedoms (CNIL).

This personal data may be transferred to service providers or subcontractors established in countries outside the European Union. Such transfers may only be made to countries recognized by the European Commission as having an adequate level of protection for personal data, or to recipients offering appropriate guarantees.

The Insured have a right of access, rectification or deletion, limitation of the processing of their data, portability, opposition to the processing, as well as the right to define directives on their fate after their death. They can exercise their rights with the:

VYV IA's Data Protection Officer
3 Passage de la Corvette
17000 La Rochelle, France

or
contact@vyv-ia.com

When exercising their rights, the production of an identity document may be requested. In the event of a persistent dispute, they have the right to refer the matter to the CNIL at www.cnil.fr or at 3, place de Fontenoy - TSA 80715 - 75334 Paris cedex 7, France.

The Subscriber/Insured Party expressly authorizes VYV IA to use his or her contact information for commercial prospecting purposes in order to offer other assistance services. The Subscriber / Insured may object by mail to the receipt of commercial solicitations.

6.3 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.

6.4 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.

6.5 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 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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.