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# WHAT SHOULD YOU DO IN CASE OF AN INCIDENT?

## HOW TO CONTACT OUR SERVICES:



### In case of hospitalisation or request for assistance

24 hours a day – 7 days a week

#### MUTUAIDE ASSISTANCE

8-14, avenue des Frères Lumière 94368 BRY SUR MARNE CEDEX  
7 jours sur 7 – 24 heures sur 24

- by phone from France: **01.45.16.77.51**
- by phone from abroad: **33 1.45.16.77.51** preceded by the local access code for the international network
- by fax: **01.45.16.63.92**
- by e-mail: [medical@mutuaide.fr](mailto:medical@mutuaide.fr)



To allow us to take action in the best conditions, consider gathering the following information that will be requested during your call:

- The name and number of the STUDENT TRAVEL INSURANCE-WHV-AU PAIR-VSI contract, no. 10/3886 to which you are affiliated,
- Your last name and first name,
- Your residential address,
- The country, city or town where you are at the time of the call,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

During the first call, a support file number will be sent to you. Always give it during any subsequent relations with our service.

## YOU HAVE ACCESS TO TELECONSULTATION VIA MÉDECINDIRECT.

Une question de santé ? Consultez un médecin français généraliste ou spécialiste par écrit, par téléphone ou par vidéo 24/24 et 7/7.



24/7



In writing



By telephone



By vidéo

How to access it: see “Teleconsultation” Appendix



### For the refund of all your medical expenses (excluding hospitalisation expenses)

Requests for refund of medical expenses (excluding hospitalisation) should be sent to the following address:

• -GAPI Centre de gestion  
ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier  
59650 Villeneuve d'Ascq

- by phone from France: **03.20.33.96.76**
- by phone from abroad: **33.3.20.33.96.76** preceded by the local access code for the international network
- by e-mail: [medical@gapigestion.com](mailto:medical@gapigestion.com)

To allow us to take action in the best conditions, consider gathering the following information that will be requested during your call:

- The subscription number and policy no. 10/3886,
- Copy of your working holiday visa, pvt, au pair contract, certificate of schooling or certificate of internship abroad (for the 1st refund request only),
- Bank account identification details (for the first request for refund only),
- Original or scanned paid medical care invoices
- Original or scanned medical prescriptions
- Baggage claim declaration.



For medical expenses under €500, you can scan the invoices or take a picture of them with your smartphone and send them by e-mail or SMS via your application

“GAPI Adhérents”

(keep the originals in a safe place, they may be requested in case of inspection by Mutuaide)



## DEFINITIONS AND SCOPE

### We/ The Insurer:

MUTUAIDE ASSISTANCE- 8/14 Avenue des Frères Lumière- 94366 Bry-sur-Marne Cedex - limited company with a capital of € 12,558,240- A company governed by the Insurance Code RCS 383 974 086 Créteil- VAT FR 31 3 974 086 000 19.

### Insured:

Individuals under 35 years of age at the time of subscription to the contract or group referred to below as «you», whose domicile is located in the European Economic Area, Switzerland, Andorra, Monaco, the French DROMs and COMs.

### Accident (personal):

A sudden and fortuitous event affecting any physical person, unintentional on the part of the victim, resulting from the sudden action of an external and unforeseeable cause and prohibiting any travel by his or her own means.

### Asia:

The People's Republic of China, South Korea, Japan, Hong Kong, Singapore and Taiwan.

### Relevant medical authority:

Health professional who has graduated from a medical school listed on the World Health Organization (WHO) list and is authorised to practice medicine in the country where the care is administered.

### Calculation of age:

Age is calculated as the difference between the year of birth and the year of membership.

### COM (French overseas collectivity):

COM means the Overseas Collectivities, namely French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint Martin, Saint-Barthélemy and New Caledonia.

### Definition of assistance:

Student assistance, WHV, au pairs, includes all benefits provided in the event of illness, injury or death of the insured persons, during a covered trip.

### Covered trip:

Any trip abroad for a maximum of 12 months. The contract can only be renewed once for a period of 12 months

### Contract currency:

The contract is in euros. The benefits provided for in the contract are calculated at the date of care on the basis of the exchange rate published by the Banque de France on the said date of care.

Depending on the case, they may be paid in local currency:

- To the Insured, any exchange difference being borne by the latter,
- To the establishment providing the care, any exchange difference is borne by the Insurer.

### Residence:

Your main and usual place of residence as indicated by the subscriber on the Application Form.

### DROM (French department and overseas region):

DROM means the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

### European Economic Area:

Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece; Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Czech Republic, Romania, Slovakia, Slovenia, Sweden, the United Kingdom.

### Abroad:

The notion of "abroad" means all countries other than your country of origin and not excluded.

### Covered events:

Unexpected illness, injury or death from sudden illness or accident during a covered trip. Pre-existing diseases are not covered.

### Performance of repatriation and hospitalisation assistance services:

The services covered by this agreement can only be initiated with the prior agreement of MUTUAIDE ASSISTANCE.

Consequently, expenses incurred by the Insured under his or her authority will not be refunded by MUTUAIDE ASSISTANCE

### France:

Mainland France and the Principality of Monaco

### Deductible:

Amount fixed at a flat rate and payable by you, in the event of compensation following a claim. The deductible can be expressed as a length of time or a percentage.

### Illness:

Any sudden and unpredictable impairment of health by a competent medical authority.

### Serious illness:

An unpredictable illness whose nature is likely to cause, in the short term, a significant worsening of the victim's condition if adequate care is not provided quickly or a life-threatening outcome.

### Unexpected illness:

Refers to any sudden and unpredictable deterioration in health that is found by a relevant medical authority and requires a prompt medical response.

### Pre-existing illness:

A medical condition that occurred before the contract came into effect. Any such condition of which You are aware, or of which You could reasonably have been aware at the time the contract took effect, is considered a pre-existing condition.

### Family members:

Family member means your spouse or de facto spouse or any person who is bound to you by a PACS, your ascendants or descendants or those of your spouse, your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, a step-parent, a grandchild or a grandparent, the legal guardian, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces or those of your spouse. They must be resident in the same country as you unless otherwise stipulated in the contract.

### We organise:

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

### We cover:

We finance the service.

### Nullity:

Any fraud, falsification or misrepresentation or false testimony likely to implement the guarantees provided for in the agreement, result in the nullity of our commitments and the forfeiture of the rights provided for in the said convention.

### Country of residence:

The country in which you are staying. It is necessarily different from your country of origin.

### Country of origin:

Country in which your residence is located.

### Cover ceiling:

Maximum amounts of support, which are valid by contract and for a period of 12 months following membership.

### Medical practice in force:

Refers to a medical procedure corresponding to the treatment usually used for the pathology in question in accordance with commonly accepted ethical standards.

### Covered stay:

Stay made by the Insured, outside the country of origin, for a maximum period of 12 months and having as its purpose:

- Either the completion of a paid or unpaid internship but subject to an internship agreement (including for apprentices),
- Or a study trip to a university, a school or a language organisation abroad,
- Or continuing vocational training,
- Or perfecting the learning of a foreign language by working as an «au pair» in a family abroad,
- Or making a trip as part of the VACANCES WORK / WORKING HOLIDAY programme.
- Or making an international solidarity volunteer trip.

### Incident:

Event, illness or Accident involving the cover, while the contract is in force.

### Emergency dental care:

Management of emergency dental care (dressing, filling, root canal, extraction, etc.) following an accident or an unexpected illness requiring surgery or medical treatment that cannot wait for return to the country of origin.

### Subscriber:

Assur-Travel, a legal entity that has subscribed to the group contract with the insurer.

### Territoriality:

Coverage applies worldwide, except in your country of residence (except as otherwise provided in Article 2 "Medical and hospitalisation expenses in the country of residence").

**Generally speaking, countries in a state of civil or foreign war, known political instability, affected by popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods (for any reason, including health, security, weather, etc.) are excluded.**

### Tickets:

When a ticket is organised and processed in accordance with the terms of this policy, you undertake either to reserve for us the right to use the ticket(s) you hold or to refund us the amounts for which you obtain refund from the body issuing your ticket(s).

### "Emergency":

State deemed critical by a relevant medical authority, requiring immediate treatment that cannot wait for the return of the Insured in his or her country of origin.



## HEALTH AND PERSONAL ASSISTANCE COVER



	COVERAGE
<b>Medical expenses abroad from the 1<sup>st</sup> euro</b>	<b>100% of actual expenses with a maximum of</b>
USA, Canada, Argentina, Australia, New Zealand, People's Republic of China, South Korea, Japan, Hong Kong, Singapore, Taiwan.	€ 500,000 per Insured
Other destinations	€ 200,000 per Insured
<b>Hospitalisation</b>	
Advance of hospitalisation fees (hospitalisation for more than 24 hours)	100% of actual costs
Transport by ambulance (if hospitalisation supported)	100% of actual costs
Hospital cost contribution (including daily flat rate in France)	100% of actual costs
Medical and surgical fees	100% of actual costs
Examinations, tests, medication	100% of actual costs
Medical acts	100% of actual costs
<b>Usual outpatient care</b>	
Consultations with general practitioners or specialists	100% of actual costs
Laboratory examinations and tests	100% of actual costs
Radiology	100% of actual costs
Pharmacy costs	100% of actual costs
Nursing and nursing assistant acts	100% of actual costs
Teleconsultation <small>à vos côtés, où que vous soyez.</small>	100% of actual costs (see appendix)
<b>Dental</b>	
Emergency dental care	€ 300 and € 600 in case of accident
<b>Medical expenses in your country of origin</b>	
Coverage of medical expenses and hospitalisation	€ 20,000
Deductible	€ 30 per illness
<b>Personal assistance in case of illness or injury</b>	
Medical encounter	Actual costs
Transport - repatriation	Actual costs
Repatriation of spouse	(1)
Visit of a loved one	(1) + hotel expenses € 100 per night for 10 nights
Continuation of stay coverage	(1)
Early return: in case of serious illness of a close relative	Round trip ticket (1)
<b>Personal assistance in case of death</b>	
Repatriation of body	Actual costs
Coffin expenses required for transportation	Actual costs
Early return: in case of death of a close relative	Round trip ticket (1)
<b>Travel Assistance</b>	
Cash advance	€ 800
Advance of bail money	€ 30,000
Coverage of legal fees	€ 8,000
Search and rescue expenses	€ 5.000 per event
Practical "travel" information	Actual costs

1) transport by economy class airline or 1st class train.

\* except physiotherapy capped at 10 sessions and € 50 maximum per session.

**DESCRIPTION OF LUGGAGE INSURANCE COVER**

	COVERAGE
LUGGAGE	€ 2.000 per person
Of which precious objects, including sports equipment	€ 1,000
Of which laptops and phones / smartphones	€ 250
Of which theft inside a van	€ 500 per claim
<b>Deductible</b>	<b>€ 25 per claim</b>

**PERSONAL ACCIDENT COVER (to be subscribed as an option)**

	CEILING
ACCIDENTAL DEATH	€ 12,000
PERMANENT PARTIAL OR TOTAL DISABILITY following an accident	€ 50,000
DAILY INJURY BENEFIT following hospitalisation of more than 3 days (payment of benefit from the 4th day)	100 € per day / Maximum 30 days
Maximum per event	€ 50,000





## DESCRIPTION OF MEDICAL EXPENSES COVER



If you are sick, injured or you die on a covered trip, we take action under the following conditions:

### MEDICAL EXPENSES AND HOSPITALISATION ABROAD

The purpose of the MEDICAL EXPENSES and HOSPITALISATION cover is to refund, within the limits of the expenses actually incurred by the Insured, all or part of the health expenses incurred as a result of an unexpected illness or accident both in private life and during his or her temporary student or professional activity.

The coverage is taken out in addition to that provided by the Insured under the local social security system or from the 1st euro when the Insured does not benefit from the aforementioned coverage.

In any event, the coverage may not exceed the amount of expenses incurred by the Insured.

You are covered for the refund of your hospitalisation expenses and medical expenses prescribed by any medical authority abroad, following a bodily injury occurring and recorded abroad during a covered trip in the context of your private or professional life,

**This service ceases from the day Mutuaide Assistance is able to perform your repatriation.**

This refund covers the expenses defined below, provided that they concern care received by you **outside your country of residence** (excluding the derogation provided for in Article II "Medical and hospitalisation expenses in your country of residence"), following an illness or an accident **occurring outside your country of residence**. In this case, we will refund the amount of the expenses incurred up to the maximum amount of:

- > **€ 500,000 per person including tax** in the USA, Canada, Asia, Argentina, Australia, New Zealand
- > **€ 200,000 per person including tax** in all other countries.

### Expenses giving right to coverage:

This coverage is acquired exclusively under the following conditions:

- Expenses for medical examination,
- Medical consultation,
- pharmacy (medication),
- nursing acts,
- medical tests,
- technical medical acts,
- medical imaging,
- medical or surgical hospitalization, including medical and surgical fees,
- in general, any medical or surgical procedure related to your condition
- ambulance or taxi fares ordered by a doctor for a local trip abroad
- emergency dental care.

Emergency dental treatment is covered up to a maximum of € 300 including tax per person and € 600 including tax per person in the event of an accident without the application of a deductible.

- Physical therapy and physiotherapy following a guaranteed accident: Coverage up to a maximum of 10 sessions for a maximum of €50 incl. tax/session.

### AMOUNT OF THE

### "MEDICAL AND HOSPITALISATION EXPENSES" COVER

If you are sick, injured on a covered trip, we take action under the following conditions:

#### I. ADVANCE OF HOSPITALISATION EXPENSES (only abroad)

We can, within the limits of the amounts of care provided for above, advance the hospitalisation expenses to which you have to commit **outside your country of residence**, with the following cumulative conditions:

- Mutuaide Assistance doctors must judge, after collecting information from the local doctor, that it is impossible to return you immediately to your country of residence,
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE,
- you or anyone authorised by you must formally consent by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this coverage,
- to take steps to cover the costs with the insurance organisations within 15 days of the date on which Mutuaide Assistance sends the necessary information for these procedures if you benefit from a complementary social security and/or mutual insurance scheme,
- to send to MUTUAIDE ASSISTANCE the refund of sums received in this respect from the insurance companies within one week of receipt of these sums.

Mutuaide Assistance will only be liable, and within the limit of the amount of coverage provided for "hospitalisation and medical expenses", for the costs not covered by the insurance companies. You must provide Mutuaide Assistance with a certificate of refusal of coverage from these insurance companies within one week of receipt.

**In order to preserve our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter committing you to take the necessary steps with regard to the social agencies and repay the sums provided.**

**Failure to take the steps for coverage by the insurance companies in time, or failing to submit the certificate of non-coverage from these insurance companies to MUTUAIDE ASSISTANCE within the time frames, means you will not under any circumstances be able to use the «medical expenses» service and will have to reimburse the full amount of the hospitalisation costs advanced by MUTUAIDE Assistance, which will launch, if necessary, any and all necessary recovery procedures, the cost of which will be borne by you.**

In the event that we advance funds up to the amounts expressed above, you undertake to repay to us the refunds obtained from welfare organisations and health insurance bodies within 3 months of the date of the advance.



## II. MEDICAL AND HOSPITALISATION EXPENSES IN YOUR COUNTRY OF RESIDENCE

• Your return to your country of residence is made following a medical repatriation organised by MUTUAIDE ASSISTANCE. In this specific case, the cover is limited to a maximum of 30 days from the date of arrival in your country of residence.

OR

• Your temporary return for a maximum of 30 consecutive days to your country of residence is carried out, while the duration of your stay abroad has not expired, in accordance with the dates indicated on your membership form.

We can, up to a maximum of **€20,000 including tax**, refund you for medical or hospitalisation expenses that you were obliged to incur **in your country of residence** following a serious illness or accident.

The coverage only applies to the costs that have been agreed by our medical service by the communication of a file number to yourself or to anyone acting on your behalf when the validity of the request is established.

If you are covered by any insurance companies (social security or other), we will reimburse you in addition to these companies. We only take action once the refunds have been made by the latter, subject to the communication of the original supporting documents of these organisations.

If you are no longer covered by social and insurance institutions in your country of residence, we will reimburse you up to the amount of coverage provided for the «medical and hospitalisation expenses» benefit. In this case, reimbursements will be limited to the convention rates of the French Social Security.

You must still provide Mutuaide Assistance with one or more certificates of refusal of coverage from these insurance companies within one week of receipt.

In all cases, a deductible of **€30 including VAT** per pathology is applied.

**Dans tous les cas**, une franchise de **30 € TTC** est appliquée.

**This service ends at the latest on the expiry date of your contract, which appears on your membership form.**

### Expenses giving right to coverage:

Visit, consultation, pharmacy, nursing, medical and surgical hospitalisation costs including medical and surgical fees, in general, any medical or surgical act related to your pathology, ambulance fees or taxi ordered by a doctor for a local trip when abroad, dental care ER.

## SCOPE OF MEDICAL EXPENSES AND HOSPITALISATION COVER

The medical acts covered by the Insurer are those defined in paragraph "Eligible expenses" provided they are:

- prescribed and performed by a relevant medical authority as defined in the glossary,
  - recognised by the same authority as medically appropriate and essential to the treatment of the pathology both in quantity and quality,
  - in accordance with current medical practices as defined in the glossary,
  - paid at a reasonable and usually-practised cost for the treatment in question in the country where they are provided, it being specified that the account manager may provide a cost reference framework per country on request,
  - preferably practiced in the public sector or under agreement where these sectors exist in the country of temporary stay,
- AND that they are not subject to contractual exclusion.

The coverage taken into account by the Insurer for the calculation of refunds is that in effect on the date of the treatment performed by the health professional.

## SPECIFIC EXCLUSIONS FROM THE "MEDICAL AND HOSPITALISATION EXPENSES" COVER

### The following is not covered -care that:

- is not medically prescribed,
- is not performed by a relevant medical authority as defined in the glossary,
- is inappropriate for the pathology,
- is not paid at a reasonable and usually-practised cost for the treatment in question,
- would normally have been provided free of charge in the absence of this contract,
- is not practised by a health professional with a diploma required to practice in the country where the care is provided,
- has not been the subject of a prior agreement of the Insurer in the event of hospitalisation
- refused by the Insurer following a request for a prior agreement
- caused when the Insured refused to submit to the medical care required by his or her condition,
- involves dental expenses other than those mentioned in the chapter "Eligible expenses"

### The following do not give rise to any action on our part:

- Medical or hospitalisation expenses following cases of back , lumbago, lumbosciatic pain, herniated disc, parietal, intervertebral, femoral, scrotal, inguinal white line and umbilical hernias,
- The cost of transplanting organs not required by an accident or illness covered,
- Maternity expenses
- Cosmetic or reconstructive surgery costs and comfort treatments:
  - Acne, allergies including allergy tests, except for the first consultation and/or emergency treatment.
- Any periodic inspection or examination and periodic contraceptive checks,
- Cosmetic surgery operations of any kind, not resulting from a covered accident
- Cosmetic operations and treatments of any kind, not resulting from a covered accident
- Operations and treatments of congenital malformations
- Health check-ups
- Fertility tests and treatments related to fertility (men and women), tubal ligation, IVF, PMA
- Hormonal treatments, contraceptives, incontinence treatment,
- Treatments for warts and cysts except in emergencies,
- Treatments for excess weight, weight loss treatments
- Pre-marital examinations
- Preventive treatments or vaccines not resulting from a covered event
- Insomnia treatments
- Vasectomy
- All medical procedures and treatments in the field of research or experimentation, or not generally recognized as ordinary medical practices
- Acupuncture and osteopathy sessions
- Expenses and treatments not prescribed by an authorised medical authority.
- Prosthesis costs (optical, dental, acoustic, functional)
- Glasses, lenses
- Parapharmaceutical products, medication:
  - not prescribed by a relevant medical authority as defined in the Glossary,
  - used beyond the prescribed doses,
  - used for non-therapeutic use,
  - vitamins, minerals, food or dietary supplements even if they have been medically prescribed to have therapeutic effects.
- After-effects and consequences:
  - psychiatric, neuropsychiatric or psychological disorders, any manifestation justifying treatment for neuropsychiatric purposes, and in particular, nervous breakdown, anxiety, personality and/or behaviour disorders, fibromyalgia, eating disorders, chronic fatigue,
  - drug use not prescribed by a doctor.



## DESCRIPTION OF REPATRIATION ASSISTANCE COVER



### MEDICAL REPATRIATION

You are sick or injured during a covered trip.

We organise and take care of your medical repatriation:

- Either to a hospital service better equipped or specialised in your country of residence or in a neighbouring country,
- Or to a hospital service near you in your country of origin.

Only medical requirements are taken into consideration in order to fix the date of repatriation, the choice of means of transport or the place of hospitalisation.

The repatriation decision is taken by our medical adviser, after consulting the visiting attending physician and possibly the family doctor.

**Any refusal of the solution proposed by our medical team entails the cancellation of the personal assistance cover.**

**Benign conditions or lesions that can be treated in the country and / or that do not prevent the Insured from continuing his or her journey are not covered.**

### REPATRIATION OF SPOUSE

You are repatriated medically, or you die during a guaranteed trip. We organise and cover the transport to the home of your legal or common-law spouse was accompanying you when the event occurred.

### VISIT OF A LOVED ONE

You are hospitalised at the place of the event and your repatriation cannot be envisaged for 5 days. We cover:

- Round-trip transportation for a person of your choice from your home country to your bedside, on the basis of a 1st class train or an economy class plane ticket.
- Accommodation costs for this person, up to **€ 100** per night **including tax**, until the date of repatriation, and for a maximum of 10 nights.

**Meals remain the responsibility of this person.**

### CONTINUATION OF STAY COVERAGE

We organise your medical repatriation and your state of health allows you to travel alone under normal conditions of transport, in full agreement with your doctor and our medical team.

We can organise and cover the return to your destination country, by the appropriate means of transport and according to local availabilities, on the basis of a 1st class train or an economy class plane ticket.

**The return must be made within 2 months of the date of the medical repatriation.**

### EARLY RETURN

You are obliged to interrupt your trip due to serious illness or death of a family member in your country of origin.

To enable you to go to their bedside, or to the funeral, we organise and cover your round-trip transport by appropriate means according to local availability, on the basis of a 1st class train ticket or an economy class plane ticket.

If you do not provide proof (medical certificate, proof of relationship, death certificate, etc.) within 30 days, we reserve the right to invoice you for the cost of the service.

### REPATRIATION OF BODY

You die during a guaranteed trip. We organise the repatriation of your body to the place of funeral in your country of origin.

In this context, we cover:

- The cost of transporting the body,
- Costs related to embalming procedures imposed by applicable legislation,
- Costs directly required for the transport of the body (handling, transport-specific facilities, conditioning),
- Coffin expenses required for transportation,

**All other expenses (ceremony, local convoys, burial etc.) remain the responsibility of the family of the deceased.**

### ADVANCE OF FUNDS (only abroad)

You are in difficulty when travelling abroad, due to the loss or theft of your official documents and/or means of payment. We can provide you with a cash advance of up to **€800 including tax**.

This advance of funds is made on presentation of the declaration of loss or theft to the authorities, against a guarantee cheque made payable to us in France or an acknowledgement of debt. In all cases, the sums advanced are refundable within 30 days of the date on which the funds are made available.

**In the absence of payment, we reserve the right to launch any and all necessary recovery procedures.**

### LEGAL DEFENCE COVER (only abroad)

During a guaranteed trip, you are liable to prosecution and incarceration for non-compliance or inadvertent violation of local laws and regulations.

- We will advance the deposit required by the local authorities to allow your provisional release, up to the amount of **€ 30,000 including tax**. The repayment of this advance must be made within a month of the presentation of our refund request. If the bail money is refunded to you before this time by the authorities of the country, it must be returned to us immediately.
- We may refund you up to the amount of **€ 8,000 including tax** for the fees of the legal representatives whom you may be able to freely engage if proceedings are brought against you, provided that the alleged facts are not liable to criminal sanction according to the country's legislation.

**This coverage does not cover legal action taken in your country of origin as a result of a road accident abroad.**

### SEARCH AND RESCUE EXPENSES

We cover, up to €5,000 per event including tax, whatever the number of Insured concerned, the search and rescue costs required by assistance, on a private or public domain, provided by teams belonging to companies duly authorised and equipped with all means necessary, in order to locate you and evacuate you to the nearest adapted reception centre.

**The costs of research in the desert are excluded from our cover. The cover is in addition to or after the exhaustion of any similar cover that you may otherwise benefit from.**

### PRACTICAL INFORMATION

The information provided is information of a documentary nature referred to in Article 66.1 of the amended law of 31 December 1971. It does not constitute legal consultation.

MUTUAIDEASSISTANCE provides practical information of a documentary nature intended to inform the Insured, in particular in the following areas:

#### "Travel" information

- Medical precautions to be taken before travelling (vaccines, medication, etc.),
- Administrative formalities to be completed before or during a trip (passport, visas, etc.),
- Local living conditions (temperature, currency, climate, habits and customs, food, etc.)
- Travel conditions (transport options, flight schedules, etc.)





## DESCRIPTION OF BAGGAGE INSURANCE COVER



We cover, up to the amount indicated in the table of guarantees, your baggage, objects and personal effects, including sports equipment, taken with you or purchased during your trip outside your primary or secondary place of residence and your accommodation in the event of:

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

### WHAT ARE THE LIMITS OF OUR COVERAGE?

For computers and mobile phones, the compensation may under no circumstances exceed the limit indicated in the Table of Guarantees .

For precious objects, pearls, jewellery, watches, furs worn, as well as for any sound and/or image reproduction equipment and their accessories, hunting rifles, fishing equipment and any sports equipment, the refund value may in no case exceed the amount indicated in the table of guarantee amounts.

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

- Theft of jewellery is covered ONLY when it is placed in a safety deposit box or when it is worn by you.
- The theft of any sound and/or image reproduction device as well as computers, telephones and smartphones and their accessories is covered ONLY when they are placed in a safety deposit box or when they are worn/carried by you.

If you use a private car, the risks of theft are covered provided that your luggage and personal belongings are kept in the trunk of the vehicle locked and out of sight. Only burglary is covered.

If the vehicle is parked on the public road, the coverage is only valid between 7 am and 10 pm.

In all cases, if the theft occurred in a vehicle, the compensation will be capped at the amount indicated in the Table of Guarantees.

If the theft occurred in your primary or secondary place of residence, only burglary duly certified by a relevant authority is covered.

This coverage is in addition to or in the absence of other coverage provided elsewhere, it is the Insured's responsibility to complete the recourse with the airline or any other organization responsible for the damage.

### WHAT WE EXCLUDE

**In addition to the exclusions in the "GENERAL EXCLUSIONS TO ALL COVERAGES" section, we cannot take action in the following circumstances:**

- The theft of luggage, effects and personal items left unattended in a hotel or hostel, in a room made available to several people,
- The theft of luggage, effects and personal items left unattended in a public place or stored in a room made available to several people
- The theft of any sound and / or image reproduction device as well as laptops, computers and smartphones and their accessories when they have not been placed in a locked safety deposit box, even though they are not worn, which implies that these devices are not guaranteed when they are entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- Forgetting, loss (except by a transport company), exchange,
- Theft without burglary duly recorded and reported by an authority (police gendarmerie, transport company, purser, etc.),
- Accidental damage due to leakage of liquids, fats, dyes or corrosives contained in your luggage,
- Confiscation of property by the authorities (customs, police),
- Damage caused by mites and/or rodents as well as cigarette burns or a non-incandescent heat source,
- Theft committed in a convertible, station wagon or other vehicle that does not include a safe,
- Collections, samples of sales representatives,
- Theft, loss, neglect or deterioration of cash, documents, books, tickets and credit cards,
- The forgetting, the loss or the deterioration of the official documents: passport, identity or resident's card, insurance card and driving license,

- The theft of jewellery when it has not been placed in a locked safety deposit box when it is not worn, which means that the jewellery is not covered when it is entrusted to a company transport, whatever it may be (air, sea, rail, road, etc.),

- Breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, marble,

- Indirect damages such as depreciation and deprivation of enjoyment,

- The following objects: any prosthesis, apparatus of any kind, trailers, securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tape or films as well as professional equipment, musical instruments, foodstuffs, lighters, pens, cigarettes, spirits, art objects, cosmetics and photo film.

### HOW MUCH DO WE REFUND?

The amount shown in the guarantee amount table is the maximum refund for all claims occurring during the coverage period.

### HOW IS YOUR REFUND CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you will be compensated on the basis of proof and on the basis of the replacement value of equivalent objects of the same nature, less wear and tear.

During the first year from the date of purchase, the amount refunded will be equal to the purchase value of the luggage or valuable object. The following year, the rebate amount will be calculated up to 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

In the event of theft, you will be compensated on the basis of proof and on the basis of the replacement value of equivalent objects of the same nature.

Under no circumstances shall the proportional capital rule provided for in Article L. 121-5 of the French Insurance Code be applied.

Our refund will be made after deduction of any refund obtained from the transport company and the deductible.

### WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INCIDENT?

The declaration of the incident must arrive at the following address: GAPI-ASSUR TRAVEL - Service Gestion Sinistres - 99, rue Parmentier 59 650 VILLENEUVE D'ASCQ, within 5 working days (48 hours in the event of theft) except in the event of accident or force majeure; if this deadline is not respected and as a result, it is prejudicial to us, you will lose all right to compensation.

**The Insured must provide the Insurer with the following information:**

- The irregularity report in the event of loss or damage to luggage caused by the carrier,
- The filing of a complaint (in case of theft) specifying the detailed circumstances of the event, as well as the receipt for the filing of a complaint which must be made as soon as possible,
- A copy of the list of objects declared damaged or stolen, given to the airline or transport company,
- The letter of reimbursement from the airline or transport company stating the compensation paid to the Insured,
- Original proof of purchase of damaged or stolen items

If you do not submit these documents, you may forfeit your rights to compensation.

The insured sums cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.

You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the loss, as well as the extent of the damage. If, as a justification, you knowingly use inaccurate documents or fraudulent means or make inaccurate or unreasonable statements, you will forfeit any right to compensation, without prejudice to any legal action we may then be entitled to take against you.

**WHAT HAPPENS IF YOU RETRIEVE ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL EFFECTS?**

You must notify GAPI-ASSUR TRAVEL - Claims Management Department - 99, Rue Parmentier 59 650 VILLENEUVE D'ASCQ, immediately by registered letter, as soon as you are informed:

- if we have not paid the compensation yet, you must retrieve the said luggage, articles, or personal effects; we are only required to pay for any damage or missing items.

- if we have already compensated you, you can opt within 15 days:
- either to relinquish such luggage, objects or personal effects for our benefit,
- or to reclaim such luggage, articles or personal effects in return for restitution of the compensation you received, deducting, if appropriate, the part of the compensation corresponding to the damage or missing items.

If you have not chosen within 15 days, we shall consider that you have opted for relinquishing the items for our benefit.

**DESCRIPTION OF PERSONAL ACCIDENT COVER (option to subscribe)****SPECIFIC DEFINITIONS****Subscriber**

The person, designated in this capacity by the Special Conditions, who signs the contract and undertakes to pay the contributions.

**Insured**

The person designated in this capacity by the Special Conditions whose physical injury resulting from an accident gives rise to the payment of the guaranteed compensation.

**You**

The Subscriber.

**Beneficiary or Beneficiaries**

The person or persons who receive from the Insurer the amounts due in respect of a claim.

In the event of the death of the Insured, unless another person has been appointed by the Insured, the expected sum is paid:

- If the INSURED is married: his or her spouse, unless judicially separated and at fault, or divorced, failing that his children born or to be born, alive or represented, failing that, his or her heirs,
- If the INSURED is a signatory of a PACS, his or her partner, failing that, his or her heirs,
- If the INSURED is widowed or divorced: his or her children, failing that, his or her heirs,
- If the INSURED is single: his or her heirs.

In all other cases the other amounts are paid to the Insured victim of the accident.

**Any person who intentionally caused or provoked the incident is excluded from the Coverage.**

**Accident**

Any unintentional bodily injury by the victim resulting from the sudden action of an external cause.

By extension to this definition, the pathological manifestations that would be the direct consequence of this bodily injury are guaranteed.

**The following are considered accidents:**

- Lesions caused by fire, steam, acids and corrosives, lightning and electric current;
- asphyxiation by immersion and asphyxiation by unforeseen absorption of gases or fumes;
- The consequences of poisoning and bodily injury due to unintentional absorption of toxic or corrosive substances;
- Cases of sunstroke, congestion and freezing following shipwrecks, forced landings, collapse, avalanches, floods or any other accidental events;
- The direct consequences of animal bites or insect bites, excluding diseases (such as malaria and sleeping sickness), the primary origin of which may be related to such bites or stings;
- Lesions that may occur during scuba diving (less than 30 m deep), including those due to hydrocution or decompression;
- Bodily lesions resulting from assaults or attacks on the Insured unless it is proven that he or she was actively involved as the author or instigator of these events;
- The physiological consequences of surgical operations, provided they were necessary by reason of an accident covered.

**The following are not considered accidents:**

- Aneurysm, myocardial infarction, cerebral embolism, epileptic seizures, meningeal haemorrhage.

**Illness**

Any sudden and unpredictable impairment of health noted by a relevant medical authority.

**Permanent Disability**

Presumed permanent impairment of the Insured's physical capacities.

Its importance is quantified by a rate determined by reference to the Social Security Invalidity scale.

**PURPOSE OF THE INSURANCE**

The purpose of the contract is to cover the payment of those services defined below, which are provided for and the amount of which is set out in the Table of Guarantees, in the event of a bodily accident that may affect the Insured.

Only Insured Persons under 70 years of age may benefit from the Individual Accident Guarantee.

**EXCLUSIONS**

- **Accidents caused or intentionally provoked by the Insured, the consequences of his or her successful or attempted suicide, as well as accidents caused by the use of drugs or narcotics not medically prescribed.**
- **Accidents occurring when the Insured is the driver of a vehicle and his or her blood alcohol level is higher than that legally allowed in the country where the accident takes place.**
- **Accidents resulting from the Insured's participation in a fight (except in the case of self-defence or assistance to a person in danger), a duel, a crime or a criminal offence.**
- **Accidents occurring during the use as a pilot or crew member of a device to move about in the air or when playing sports with or from these devices.**
- **Accidents caused by the practice of a sport in a professional capacity and the practice, even as an amateur, of all sports requiring the use of motorised mechanical devices, whether as a driver or a passenger. Practising a sport means training, testing, participation in sporting events or competitions.**
- **Accidents caused by war, civil or foreign, declared or not.**
- **Accidents due to ionizing radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or engines intended to explode by altering the structure of the nucleus or an atom.**

**NATURE OF COMPENSATION****DEATH**

If, within a maximum period of 24 months from the date of the accident of which the Insured was a victim, the latter results in death, we guarantee to the benefit of any or all persons designated in the Special Conditions as beneficiaries, the payment of the capital, the amount of which is fixed in the Table of Guarantees. When, before the death, the same accident has given rise to the payment of compensation for permanent disability in accordance with the following conditions, the capital shall be reduced by the amount of this compensation.



The officially recognised disappearance of the body of the Insured during the sinking, disappearance or destruction of the means of transport in which he or she circulated, will create a presumption of death at the end of the period of one year from the day of the accident.

However, if it is shown at any time after the payment of compensation for the disappearance of the Insured, that the latter is still alive, the amounts unduly paid in this respect, shall be fully refunded.

### PERMANENT DISABILITY

When the accident results in permanent disability, we pay the Insured compensation including the maximum, corresponding to the rate of 100% of the Social Security Invalidity scale.

If the disability is only partial, the Insured is only entitled to a fraction of the compensation proportional to the degree of disability.

The infirmities not listed are compensated according to their seriousness compared to that of the cases listed.

The compensation is of a fixed and contractual nature: it is determined according to the rules set out above, regardless of the age or profession of the Insured. The degree of disability will be established at the moment when the final consequences of the accident can be fixed with certainty, and at the latest, unless otherwise agreed between the Insured and us, on the expiry of one year from the day of the accident.

There is no accumulation of death and disability benefits when they result from the same accident.

### MULTIPLE DISABILITIES

When the same accident causes several distinct disabilities, the main disability is first assessed under the conditions provided above, the other disabilities are then estimated successively, in proportion to the remaining capacity after the addition of the previous ones, without the overall rate exceeding 100%.

The absolute functional incapacity of a limb or organ is considered as the loss of this limb or organ.

The loss of limbs or organs that could not be used before the accident gives rise to no compensation. If the accident affects a member or organ already disabled, the compensation will be determined by difference between the state before and after the accident. In no case may the evaluation of the injuries resulting from the accident be increased by the state of infirmity of the limbs or organs which the accident did not interest.

Nervous disorders and nerve damage can be taken into consideration, provided that they are the consequence of a guaranteed accident, only if they are reflected in the examination by clearly marked clinical signs.

### DAILY ALLOWANCES IN THE EVENT OF HOSPITALISATION

Following an Accident requiring your hospitalisation for more than 4 consecutive days, we pay you a lump sum daily allowance up to the amount indicated in the Table of Guarantees, when:

- you must completely interrupt your professional activity or,
- if you do not practice a profession, you are hospitalised or obliged to keep the room on medical prescription.

The payment occurs after expiry of the deductible indicated in the Table of Guarantees and for a maximum of 30 days.

The payment of daily allowances ceases automatically:

- as soon as you are able to fully resume your professional activity or, if you do not practice a profession, to resume your usual occupations,
- upon payment of the capital of permanent disability,
- at the latest at the end of the 30-day period.

### OBLIGATIONS IN THE EVENT OF AN INCIDENT

In the event of an incident, it is important for us to be quickly and fully aware of the circumstances in which it occurred and its possible consequences.

You must send your claim to the following address: ASSUR TRAVEL - ZA Actiburo - 99, rue Parmentier - 59650 VILLENEUVE D'ASCQ.

### FORMALITY AND INFORMATION REQUIRED

**The Insured or his or her dependants, you if necessary, or any agent acting on their behalf are required to make, in writing or orally against receipt, to our Headquarters or to our representative designated in the contract, the declaration of any loss within fifteen days of the date on which they became aware of it.**

**If the declaration of an incident is not made within the period specified**

**above, except in the case of a fortuitous or force majeure event, we can enforce the forfeiture of the cover when we can establish that the delay in the declaration has been prejudicial to us (Article L.113-2 of the Insurance Code).**

In addition, they must provide us with this statement with all information on the seriousness, causes and circumstances of the incident and, if possible, give us the names and addresses of the witnesses and the perpetrators responsible. The declaration of the incident must include:

- the date, circumstances and location of the accident;
- the surname, first name, date of birth, address and occupation of the victim (s);
- the initial medical certificate describing the nature of the injuries or injuries and their likely consequences
- if applicable, the report of the police or gendarmerie, the names and addresses of the perpetrator of the accident and any witnesses.

The victim or his or her dependants must endeavour to limit the consequences of the accident and to resort in particular to the medical care necessitated by the state of the victim.

Agents and doctors, designated by us, will have, unless justified opposition, free access to the victim and his or her attending physicians to ascertain his or her condition. Any intentional misrepresentation of the date or circumstances of an accident, duly recorded and of such a nature as to be prejudicial to us, shall result in forfeiture of the rights to the indemnity which, if already settled, shall be refunded to us.

### INSPECTION

The Insured has the obligation to submit to the inspection of the doctors delegated by us; our representatives will have free access to him whenever we deem it useful, **under penalty for the Insured or for any beneficiary to incur the forfeiture of their rights in the event that, without valid reason, they refuse to allow the inspection by our delegates or hinder the exercise of this inspection if, after the notice given forty-eight hours in advance by registered letter, we face a persistent refusal or remain unable to carry out our inspection.**

**Any fraud, concealment or misrepresentation on your part or that of the beneficiary of the compensation, intended to mislead us about the circumstances or consequences of an incident, will result in the loss of any right to compensation for the incident in question.**

### PAYMENT OF COMPENSATION

#### DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences, and the rate of infirmity are ascertained by agreement between the parties or, failing agreement, by two doctors each appointed by one of the parties. If they do not agree on the choice of the latter, or failure of one of the parties to appoint an expert, the appointment will be made at the request of the party most diligent by the president of the French district court (tribunal de grande instance) of the Insured's place of residence waiving the swearing of an oath and all other formalities.

Each party shall pay the fees and expenses relating to the work of the doctor designated by them; those necessitated by the possible work of a third doctor shall be shared between them, half each.

#### INDEPENDENT AGGRAVATION OF THE ACCIDENT

Whenever the consequences of an accident are aggravated by the victim's condition, a lack of care due to negligence or empirical treatment, pre-existing illness or disability and in particular a diabetic or haematologic state, the compensation due will be determined according to the consequences that the accident would have had in a valid subject in normal health subjected to a rational treatment.

#### PAYMENT

Guaranteed indemnities are payable:

- In the event of death and permanent disability, within one month following the submission of the supporting documents of the accidental death of the Insured and the quality of the beneficiary, or the agreement of the parties on the degree of disability.
- In the absence of the agreement of the parties, settlement of the indemnities will take place within fifteen days from the court decision becoming enforceable.



## GENERAL EXCLUSIONS TO ALL COVER



### The following do not give rise to any action on our part:

- Pre-existing illnesses and/or injuries diagnosed and/or treated that have required hospitalisation (including outpatient hospitalisation) within the 6 months preceding the date of departure on the trip, whether due to the manifestation or aggravation of the said condition,
- Events related to medical treatment or surgery that are not unexpected, unforeseeable or accidental,
- Travel undertaken the purpose of diagnosis and / or medical treatment or cosmetic surgery,
- Expenses incurred without our agreement, (excluding covered medical expenses),
- Medical check-ups and related costs,
- Conditions of pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary termination of pregnancy, the consequences of childbirth,
- Requests for assistance related to medically assisted procreation,
- Incidents related to a state of pregnancy whose risk was known before departure and their consequences, and in any case states of pregnancy beyond the 36th week of amenorrhoea and their consequences,
- Convalescence and conditions under treatment, not yet consolidated and with a risk of sudden aggravation,
- Costs of spa treatment, aesthetic treatment, vaccination and related costs,
- Nursing home stays and related expenses,
- Rehabilitation, physiotherapy, chiropractic treatment and the resulting expenses, when they are not the result of a covered accident,
- Planned hospitalisations,
- Rehabilitation,
- Medical or para-medical services and the purchase of products whose therapeutic nature is not recognised by French legislation, and the related costs,
- The consequences of infectious risk situations in the context of an epidemic that are subject to quarantine or preventive measures or specific monitoring by the international health and / or local health authorities of the country where you are staying and / or country of origin.
- The consequences of fraudulent acts, drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the Insured,
- Prosthesis costs (optical, dental, acoustic, functional).
- Services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, a posteriori, to a refund or compensation,
- Customs, meal and hotel costs, except those specified in the text of the coverage,
- Damages caused intentionally by the Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,
- The amount of the damages and their consequences,
- The use of narcotics or drugs not prescribed medically,
- Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- Being under the influence of alcohol,
- The practice, professionally, of any sport,
- The consequences of events occurring during motorised events, races and competitions (and their tests) subject to the regulations in force and to prior authorisation by the public authorities, when you participate as a competitor,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, asset seizures or constraints by law enforcement officers,
- The absence of unforeseeable circumstances,
- The use by the Insured of air navigation equipment,
- The use of the tools of war, explosives and firearms,
- Damages resulting from intentional or fraudulent misconduct of the Insured in accordance with article L.113-1 of the French Insurance Code,
- Epidemics, pollution, natural disasters.
- The practice of snow sports off the slopes in case of prohibition of these practices by municipal or prefectural decree,
- Losses occurring in countries excluded from the coverage or outside the validity dates of the policy, and in particular beyond the duration of the planned trip abroad,
- Expenses related to excess baggage weight during air travel and baggage handling costs when it cannot be transported with you,
- The consequences of exposure to infectious biological agents, chemical agents such as poison gas, incapacitating agents, neurotoxic agents or agents with persistent neurotoxic effects, which are subject to quarantine or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or national of your country of origin,
- Expenses incurred after the return from the trip or the expiry of the guarantee,
- The search for people in the desert and the related costs,
- Trip cancellation fees,
- Expenses not supported by original documents,
- Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports (except hang-gliding, paragliding, kite-surfing), mountaineering (above 3,500m), bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving (further than 100m), snow sports with an international, national or regional ranking,
- Pre-existing illness.

MUTUAIDE ASSISTANCE cannot under any circumstances be held liable for breaches or setbacks in the performance of its obligations that may result from force majeure, or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, or their consequences.

**OPERATING RULES FOR HOSPITALISATION COVER AND APPLYING FOR ASSISTANCE**

Only the call of the Insured at the time of the event entails the triggering of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the rights of the applicant, organises and pays the services provided for in this agreement.

To take advantage of a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the eligibility he or she claims and to produce, at his or her expense, the forms and documents proving these rights.

The Insured must allow our doctors access to any medical information concerning the person on whose behalf we take action. This information shall be dealt with in accordance with the principles of medical confidentiality.

**MUTUAIDE ASSISTANCE cannot under any circumstances substitute for local emergency relief organisations and takes action within the limits of the agreements given by the local authorities, nor can it assume the costs thus incurred, with the exception of the cost of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries that do not require repatriation or medical transport.**

The actions MUTUAIDE ASSISTANCE carries out are in full compliance with national and international laws and regulations. They are therefore linked to the obtaining of the necessary approvals from the relevant authorities.

When MUTUAIDE ASSISTANCE has covered the transport of an Insured, the Insured must return to it the originally planned and unused return ticket.

MUTUAIDE ASSISTANCE decides the nature of the airline ticketing available to the Insured according to the possibilities offered by the air carriers and the duration of the trip.

MUTUAIDE ASSISTANCE cannot be held liable for any failure to perform the services in the event of delay and/or impossibility to obtain administrative documents such as entry or exit visas, passports, etc. necessary for your transport within or outside the country where you are, or for your entry into the country recommended by our doctors to be hospitalised there, nor for delays in performance resulting from the same causes.

**OPERATING RULES FOR MEDICAL EXPENSES COVER**

To be refunded for medical expenses (those that have not led to hospitalisation), the Insured must provide the following documents to the TRAVEL INSURANCE - GAPI management department:

- The subscription number and policy no. 10/3886
- Copy of your working holiday visa, au pair contract, certificate of schooling or certificate of internship abroad
- Bank account identification details of the SEPA zone or possible power of attorney
- Invoices and original or digitised medical prescriptions \* (\* if the care is less than € 500, however, the insurer retains the possibility of requesting the original documents)
- In the case of care provided in France, the original CERFA care sheets must be sent to us and / or failing this, the corresponding social security forms.
- Request for refund signed (see appendix), accompanied by reports (consultation / examinations / hospitalisation) or any element that the insurer deems necessary.

**For medical expenses under €500, you can scan the invoices or take a picture of them with your smartphone and send them by e-mail or SMS via your Gapi adherents (keep the originals in a safe place, they may be requested in case of inspection by Mutuaide)**



**CONDITIONS OF REFUND FOR HOSPITALISATION AND ASSISTANCE**

Refunds of the Insured can be made by MUTUAIDE ASSISTANCE only on presentation of original invoices paid corresponding to expenses incurred with our agreement.

Requests for refunds should be addressed to:

**MUTUAIDE ASSISTANCE**  
**Incident Management Service**  
**8-14, Avenue des Frères Lumière**  
**94368 BRY SUR MARNE CEDEX**

**PROCEDURES FOR REFUND OF YOUR MEDICAL EXPENSES, LOSS OF LUGGAGE, and PERSONAL**

Requests for refunds should be addressed to:

**GAPI**  
**ZONE D'ACTIVITE ACTIBURO - 99 Rue Parmentier**  
**59650 Villeneuve d'Ascq**  
**medical@gapigestion.com**

**LEGAL FRAMEWORK****Subrogation**

MUTUAIDE ASSISTANCE is subrogated to the extent of the indemnities paid and services provided by it in the rights and actions of payee, against any person responsible for the facts that prompted its action. When the services provided under the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of payee against this company or institution.

- a claim in court, even in summary proceedings, until the proceedings are discontinued. It is the same when it is brought before a court with no jurisdiction or when the act of referral to the jurisdiction is annulled by the effect of a procedural violation (Articles 2241 and 2242 of the Civil Code). The interruption is void if the plaintiff withdraws his or her claim or allows the case to lapse, or if his or her claim is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken under the Code of Civil Enforcement Procedures or an enforcement document (Article 2244 of the Civil Code).

It should be noted that:

A service of process by a legal action or by an act of forced execution upon one of the joint and several debtors, or his acknowledgement, interrupts prescription against all the others, and even against their heirs.

On the other hand, a service of process made upon one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt prescription against the other coheirs, even if the claim is secured by a mortgage, where it is not indivisible. That service of process or that acknowledgement interrupts prescription, with regard to the other co-debtors, only for the share for which that heir is liable.

In order to interrupt prescription for the whole, with regard to the other co-debtors, it is necessary to have a service made on all the heirs of the deceased debtor, or an acknowledgement of all the heirs (Article 2245 of the French Civil Code).

A service made upon a principal debtor, or his acknowledgement, interrupts prescription against the surety (Article 2246 of the French Civil Code).

The limitation period can be interrupted also by:

- the appointment of an expert following a loss;
- The sending of a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer with respect to the settlement of the indemnity).

**Compensation**

The compensation due shall be fixed by mutual agreement, failing which by a jointly agreed damage assessment, subject to the respective rights of the parties. For this jointly agreed damage assessment, each party chooses an expert. If the experts thus appointed do not agree, they shall appoint a third expert: the three experts shall operate jointly and by a majority of the votes. Each party pays the fees and expenses, of its expert and, if applicable, half the fees of the third party expert.

**Dispute resolution**

Any dispute arising between the Insurer and the Insured relating to the fixing and payment of services shall be submitted by the most diligent party, failing amicable resolution, to the relevant jurisdiction of the Insured's domicile in accordance with the provisions of Article R 114-1 of the French Insurance Code.

**Prescription**

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this contract is prescribed by two years from the event giving rise to it. This period is extended to ten years for death cover, the actions of beneficiaries being prescribed no later than thirty years from the date of this event.

However, this period shall not start:

- In the event of reluctance, non-disclosure, omission, false or inaccurate statement of the risk incurred, as of the day when the insurer became aware of it;
- In the event of a loss, only on the day when the persons concerned learned of it, if they prove that they did not know of it until then.

When the action of the insured against the insurer is the result of appeal by a third party, the statutory limitation period only runs from the day on which the third party instituted proceedings against the insured or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- acknowledgement by the debtor of the right of the person against whom he prescribed (Article 2240 of the Civil Code);



## Complaints processing

1. In case of disagreement or dissatisfaction with the implementation of your contract, we ask you to inform ASSUR TRAVEL by calling 03.20.33.96.76 or by writing to [contact.gestion@assur-travel.fr](mailto:contact.gestion@assur-travel.fr) for the insurance cover listed below:

- Refund of medical and dental expenses

If the answer you received is not satisfactory, you can send an email to:

### MUTUAIDE - CUSTOMER QUALITY SERVICE

8/14 AVENUE DES FRERES LUMIERE - 94368 BRY-SUR-MARNE CEDEX

MUTUAIDE shall acknowledge receipt of your email within 10 working days. It will be dealt with within 2 months at most.

If the disagreement persists, you can bring your complaint to Insurance Mediation by letter to:

### La Médiation de l'Assurance

TSA 50110

75441 Paris Cedex 09

2. In case of disagreement or dissatisfaction with the implementation of your contract, we ask you to inform MUTUAIDE by calling 01.45.16.77.51 or by writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the cover listed below:

- Advance on hospitalisation expenses
- Medical repatriation
- Visit of a loved one
- Continuation of stay coverage
- Early return
- Repatriation of body
- Cash advance
- Legal defence assistance
- Search and rescue expenses
- Practical information

If the answer you received is not satisfactory, you can send an email to:

### MUTUAIDE - CUSTOMER QUALITY SERVICE

8/14 AVENUE DES FRERES LUMIERE - 94368 BRY-SUR-MARNE CEDEX

MUTUAIDE shall acknowledge receipt of your email within 10 working days. It will be dealt with within 2 months at most.

If the disagreement persists, you can bring your complaint to Insurance Mediation by letter to:

### La Médiation de l'Assurance

TSA 50110

75441 Paris Cedex 09

## Data collection

The Insured acknowledges having been informed that the Insurer processes his or her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

- the answers to the questions asked are mandatory and in case of false statements or omissions, the consequences for him or her may be the nullity of the subscription to the contract (Article L 113-8 of the Insurance Code) or the reduction in compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the acceptance and performance of its contract and its guarantees, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed are kept for the duration necessary for the performance of the contract or the legal obligation. These data are then archived in accordance with the durations provided for by the prescription provisions.
- The recipients of the data concerning him or her are, within the limits of their attributions, the services of the Insurer in charge of the handing over, management and performance of the insurance and guarantees Contract, its delegates, agents, partners, subcontractors, reinsurers in the exercise of their duties. They may also be forwarded to professional bodies as well as to all persons involved in the contract, such as lawyers, experts, legal assistants and ministerial officers, curators, tutors and investigators.

Information concerning him or her may also be transmitted to the Subscriber, as well as to all persons authorised by Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and supervisory authorities and any public bodies authorised to receive it as well as the services in charge of control such as statutory auditors, auditors and departments in charge of internal control).

- As a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freeze measure. Data and documents relating to the Insured are retained for a period of five (5) years from the closing of the contract or termination of the relationship.
- His or her personal data may also be used as part of anti-fraud insurance processing that may lead, if necessary, to inclusion on a list of people at risk of fraud. This registration may result in an extension of the study of his or her case, or the reduction or refusal of the benefit of a right, a provision of service, or a contract or a service offered.

In this context, personal data concerning him or her (or concerning the parties or interested parties to the contract may be processed by any authorised person working within the entities of the Insurer Group in the fight against fraud. These data may also be sent to authorised staff of the bodies directly affected by fraud (other insurance bodies or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, departmental officers, third-party bodies authorised by a legal provision and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the date of closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For the persons registered on a list of suspected fraudsters, the data concerning them are deleted after the 5 year delay as from the date of inclusion on this list.

- As an insurer, it is entitled to carry out data processing relating to offences, convictions and security measures either at the time of subscription to the contract, or during its performance or as part of the management of litigation.
- Personal data may also be used by the Insurer in the context of processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance products and / or assistance and offers of services.
- Personal data may be accessible to some of the Insurer's employees or service providers in countries outside the European Union.

• The Insured has, by proving his or her identity, a right of access, rectification, deletion and opposition to the data processed. He or she also has the right to request the limitation of the use of his or her data when they are no longer necessary, or to recover in a structured format the data that he or she provided when they were necessary to the contract or when he or she consented to the use of these data.

He or she has the right to set guidelines on the fate of his or her personal data after his or her death. These directives, general or particular, concern the storage, deletion and communication of their data after their death.

These rights may be exercised with the Insurer's Representative for Data Protection:

- by email: to [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr) or
- by letter: by writing to the following address: Delegate for data protection - MUTUAIDE ASSISTANCE - 8/14 Avenue des Frères Lumière - 94368 Bry-sur-Marne.

After making the request to the delegated representative for data protection and having not obtained satisfaction, he or she has the opportunity to submit a

## Supervisory Authority

The authority in charge of supervising MUTUAIDE is the Prudential Control and Resolution Authority (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9





## HOW TELECONSULTATION WORKS



**médecinDirect**  
à vos côtés, où que vous soyez

**Do you have a health issue? Consult a general practitioner or specialist in writing, by telephone or video 24 hours a day, 7 days a week.**

**100% of the costs of the MédecinDirect medical teleconsultation service are covered by your insurer.**



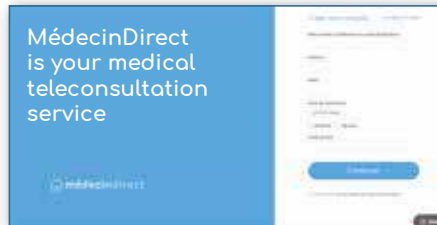
### To benefit from the MédecinDirect medical teleconsultation service:

1



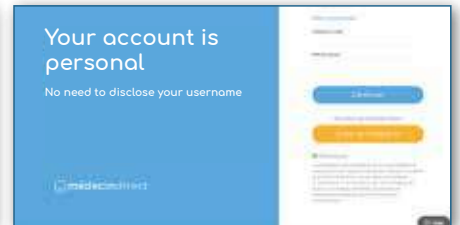
Go to the website [www.medicindirect.fr](http://www.medicindirect.fr) or the free MédecinDirect app (available on iOS and Android).

2



Fill in the registration form and enter your GAPI membership number. Your registration will be automatically recognized and free of charge.

3



Log in with your email address (your username) and the password you chose when you registered.

4

Enter the validation code, (not to be confused with your password) that will be asked for each connection, to ensure the total security of your personal data. You can choose to receive it by email or SMS.

5

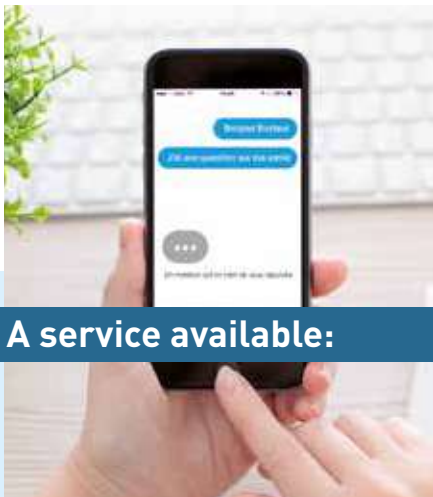


Once your account is created, confirm your identity. This step is mandatory if you wish to receive a prescription.

6



Click on «new consultation» to get in touch with a doctor.



**A service available:**



**24/7**



**In writing**



**By telephone**



**By video**





## REQUEST FOR REIMBURSEMENT

Complete all sections of this form and attach **original paid invoices and care sheets** as well as **orders/prescriptions** and **medical reports**. You will also need to attach **an insurance certificate** allowing us to correctly identify your contract and your **bank account identification details (SEPA zone account)**. We draw your attention to the fact that the bank account identification details must be in your name. If it is in the name of a third party, it will be mandatory to attach a written power of attorney from you and a photocopy of your identity document and that of the third party account holder. Take the precaution of making photocopies of all documents before sending them to:

**GAPI-GESTION – service Gapi Medical Center**  
**Zone d'Activité ACTIBURO**  
**99 Rue Parmentier 59 650 Villeneuve d'Ascq – France**

**Subscription Ref:**

Name:  First name:

Mailing Address:

Telephone:  E-mail:

**The care received is related to:**

Opening a file with the travel assistance provider: Si Oui N°:

Illness / Accident: Circumstances (date, place, details), Diagnosis (pathology) and date:

Date of the first symptoms :

Medical and surgical history directly or indirectly related to the affected:

### INVOICING DETAILS:

	Date of care	Currency amount	Nature of the care	Comment
1				
2				
3				
4				
5				
6				

- For any assistance or hospitalisation request, contact Mutuaide Assistance (24h/ 7) at the number appearing on your insurance certificate
- For any request for reimbursement of expenses concerning ambulatory care, contact GAPIGESTION on 33.3.20.33.96.76 and by email at medical@gapigestion.com

**Date :**

**Signature preceded by the words: "I hereby certify the accuracy of the information transmitted"**

**Signature of doctor**