

Travel Insurance

Insurance Notice

Policy No. 303.966



Cover:

► Cancellation



OUEST ASSURANCES
ANNULATION

General terms and conditions 303.966

Insured persons: all persons taking part in a marathon covered by the policyholder, who apply for insurance on the day they make their booking.

The cover provided by this policy is regulated by the French Insurance Code.

The policy consists of these General Terms and Conditions, plus the insurance cover note, which is given to the Insured.

Cover is as stated on the contract for the insured service and for which you have paid the corresponding premium which is indicated below.

This cover applies to all marathons, of less than one day's duration, sold by the Approved Organisation or Intermediary with which this policy was taken out. You should read these General Terms and Conditions carefully. They specify the respective rights and obligations of the Insurer and the Insured and answer questions the Insured may have.

COMMON DEFINITIONS

Some terms are used frequently in our insurance policies. The meaning to be applied to these terms is as defined below.

ACCIDENT: any sudden, unforeseen event, external to the victim or the damaged item, constituting the cause of the damage.

BODILY ACCIDENT : any unintentional bodily injury arising from the sudden action of an external cause and diagnosed by a Doctor.

INSURED: the persons named in the Specific Terms and Conditions of the contract for the insured service, provided that they are Domiciled in Europe.

INSURER: AGA International, hereafter referred to by its trade name of Mondial Assistance, which is the Insurer with which this insurance policy has been taken out.

NATURAL DISASTER: an event caused by the abnormal intensity of a natural agent and falling within the scope of Law No. 82-600 of 13 July 1982 when it occurs in France.

ESTABLISHED PARTNERS: two people who are not married and have not signed a civil partnership agreement but can prove that they live together (partnership certificate or failing this, housing tax, electricity, gas, water, or insurance bill, rent payment receipt, etc.) that have been living under the same roof from the date at which this policy was taken out, until the date of the Claim.

DEPARTURE: date and time at which the booked, insured, services are scheduled to start.

PROPERTY DAMAGE: any damage to, accidental loss or destruction of an item, or any harm suffered by a pet.

DOMICILE/HOME: usual place of residence, which determines the exercise of the Insured's civil rights.

BREAK-IN: forcing, damage or destruction of an anti-theft device.

FOREIGN/ABROAD: any country except the country in which the Insured is domiciled.

EUROPE: territories of Member States of the European Union, geographically located in Europe and the following territories and countries: Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Barthélemy, Liechtenstein, the Principalities of Monaco and Andorra, San Marino, Switzerland, Vatican City.

This definition does not include the Azores, Canaries or Madeira.

FRANCE: Metropolitan France (including Corsica), Guadeloupe, Guyana, Martinique, Mayotte, Réunion, Saint-Barthélemy.

METROPOLITAN FRANCE: European territory of France (including the islands in the Atlantic Ocean, the English Channel and the Mediterranean) but excluding the French overseas territories.

EXCESS: the share in the damage payable by the Insured when the claim is settled. The Excess amounts for each type of cover are specified in the Table of Cover.

CIVIL WAR: armed conflict, within the same State, in which fighting takes place between different groups who are identifiable by their membership of a different ethnic, religious, community or ideological group or between at least one of these groups and the regular armed forces of that State.

FOREIGN WAR: an armed engagement, whether declared or not, between a State and one or more other States or an irregular external armed force and motivated primarily by a geographical, political, economic, racial, religious or ecological dispute.

PER EVENT LIMIT: the maximum amount that is covered for a single event that gives rise to Claims, regardless of the number of Insured persons under the policy.

ILLNESS: any alteration in a person's state of health that is diagnosed by a Doctor.

DOCTOR: any person who holds a qualification as a medical doctor that is legally recognised in the country in which he/she usually carries out their professional activity.

APPROVED ORGANISATION OR INTERMEDIARY: travel professionals, transport professionals, distributor of the insured service.

TIME LIMITATION: period beyond which no claim can be accepted.

INTERVENTION LIMIT: the time period, amount or minimum percentage, which is the threshold for the Insurer's responsibility or the point at which cover takes effect.

CLAIM: an event resulting in damage of a type that is likely to trigger one or more of the various types of cover that have been taken out.

POLICYHOLDER: the signatory of the contract for the insured service who, thereby undertakes to pay the insurance premium.

SUBROGATION: action by which the Insurer replaces the Insured in his/her rights and actions against any party liable for his/her damage in order to obtain repayment of the sums the Insurer has paid to the Insured as a result of a Claim.

THIRD PARTY: any natural person or legal entity except the Insured himself/herself.

AGGRAVATED THEFT: theft of the covered Property, committed with a Break-in or an Attack and supported by a detailed crime report.

TRIP: transport and/or accommodation during the effective period of this policy, sold by the Approved Organisation or Intermediary with which this policy was taken out, except for trips for the purpose of work placement or a school or university course.

TERRITORY OF THE POLICY

"Cancellation" cover in your policy applies in Europe before your departure.

COMMON EXCLUSIONS TO ALL TYPES OF COVER

In addition to the specific exclusions stated for each type of cover, we never insure the consequences of the following circumstances and events:

1. damage of any kind that is intentionally caused or provoked by the Insured or with his/her complicity, or which arises from the Insured's wilful misconduct or fraudulent fault, except in a case of self-defence or assistance to a person in danger;
2. suicide or attempted suicide of the Insured person;
3. damage resulting from the Insured's consumption of alcohol and/or the Insured's absorption of medicines, drugs or narcotics, that have not been medically prescribed;
4. unless stated otherwise in the policy cover, damage resulting from Civil War or Foreign War, acts of terrorism, riots, popular movements, coups d'état, hostage taking, strikes;
5. civil or military application of nuclear reactions, which means altering the structure of the atomic nucleus, transportation and treatment of radioactive waste, use of a radioactive source or body, exposure to ionising radiation, contamination of the environment by radioactive agents, an accident or malfunction occurring at a site carrying out alterations to the structure of the atomic nucleus;
6. events for which liability may fall either on your Trip organiser by application of Title 1 of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourism services, or on the carrier, unless stated otherwise in the policy;
7. bans decided by local authorities, restriction on the free movement of persons or property, airport closure, border closures.

POLICY COVERAGE

CANCELLATION

DEFINITIONS SPECIFIC TO THIS TYPE OF COVER:

CANCELLATION: the Insured's firm and definitive withdrawal from all of the insured services as declared to the Approved Organisation or Intermediary.

CHECKING OF CHANGED STATUS: a further medical consultation and/or performance of additional medical tests.

SERVICE CHARGES: fees charged when booking air travel and billed by the Approved organisation or Intermediary.

Definitions of terms that are common to all types of cover are contained in the Common Definitions section, at the start of the policy.

1. PURPOSE OF THE COVER

When the Insured cancels their booking, the Approved Organisation or Intermediary of the insured service may hold the Insured responsible for all or part of the cost of the services; this is described as cancellation fees, and these fees increase as the Departure date approaches. These are calculated using the scale contained in the Table of Cover.

The Insurer will reimburse the Insured for the cost of the levied cancellation fees, subject to deduction of the Excess amount as stated in the Table of Cover.

2. EVENTS COVERED IN RELATION TO A CANCELLATION

Cancellation, after the insurance has been taken out, must be the result of one of the following events, which absolutely prevents the Departure of the Insured person:

► **Medical events:**

2.1. An Illness, included a pregnancy-related condition, a Bodily accident, and the results, after-effects, complications or deterioration of an Illness diagnosed or a Bodily accident which occurred before the insured service was booked, and which necessitates:

- either, hospitalisation from the day of the Cancellation until the Departure date, and
- either,
 - the Insured to cease all professional activity, or to stay at home if they are not working, from the day of the Cancellation until the Departure date, and
 - a medical consultation, and treatment with medicines from the day of the Cancellation or the performance of medical tests prescribed by a Doctor,

and in all cases, all these acts being paid for by one of the health insurance bodies of which the Insured is a member, occurring to:

- the Insured himself/herself, his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, Established partner, or civil partner under a P.A.C.S. agreement,
- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian and any person placed under his/her guardianship.

IMPORTANT:

It is the Insured's responsibility to prove that all the conditions for application of cover as stated in Article 2.1 are met when making the Cancellation. The Insurer can reject the claim, if the Insured is unable to supply the supporting documents stated in Section 6.

► **Family events :**

2.2. The death of:

- the Insured himself/herself, his/her spouse or Established partner or civil partner under a P.A.C.S. agreement, his/her direct line ascendant or descendant, or those of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement,
- his/her brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian and any person placed under his/her guardianship, provided that the deceased person's domicile is not the destination location of the insured service.

► **Professional related events :**

2.3. Redundancy of the Insured or of his/her spouse, Established partner or civil partner under a P.A.C.S. agreement, provided that the corresponding invitation to the individual interview was not received before the date on which this policy was taken out and/or the booking date of the insured service.

► **Property events:**

2.4. Serious Property damage resulting from :

- a burglary with a Break-in,
- a fire,
- water damage,
- a climate, meteorological or natural event, subject to any exclusion contained in Articles 4.9 and 4.10,

that directly affects the following real property:

- the Insured's main or secondary residence

and which requires him/her to be present at that location on a date during the period of the Trip to carry out administrative actions relating to the damage or repairs to the damaged real property.

2.5. Cancellation by persons remaining alone travelling as a result of the covered Cancellation by one of the insured persons, provided that all of them are insured under this policy and their names are shown on the same booking form for the insured service.

However, all insured persons who form part of the same home for tax purposes or who can prove that they have a direct line relationship are insured under the «Cancellation» cover.

IMPORTANT :

All of the tourist services covered by this policy, irrespective of whether they are additional or sequential, constitute a single Trip, which only has one single date of Departure: the date stated by the Trip's Approved Organisation or Intermediary as being the start of the services.

3. AMOUNT COVERED

The Insurer will refund the amount of cancellation fees levied by the Trip's Approved Organisation or Intermediary, up to the limits stated in the Table of Cover.

The levied cancellation fees are reimbursed up to the limits set per insured person in the Table of Cover, but shall not however exceed the per person and per event limits.

The Insurer's compensation amount is always limited to the fee amount that would have been charged to the Insured if the Insured had notified the Approved Organisation or Intermediary on the day on which the event occurred.

Service charges will be fully reimbursed, only if they form part of the insured amount, declared when this policy was taken out.

The cost of tips, administration, visas, airport taxes and other expenses, outside of Service charges, as well as the premium paid to take out this policy will not be reimbursed.

An Excess amount per insured person (or per trip for rentals), as shown in the Table of Cover, is always deducted from the compensation due to you.

4. COVER EXCLUSIONS

In addition to the exclusions that are common to all types of cover, the consequences of the following circumstances and events are also excluded:

- 4.1. Illnesses already diagnosed or Bodily accidents that had already occurred, or treatment or relapse or deterioration or hospitalisation between the date on which the Trip booking was made and the date on which this policy was taken out;
- 4.2. Illnesses which had previously been diagnosed, had a changed status, a further test or change in treatment within the 30 days before the insured service was booked;
- 4.3. Bodily accidents which had occurred or given rise to a surgical procedure, physiotherapy, a further test or change in treatment before the insured service was booked;
- 4.4. ear drum ailments, gastric and/or intestinal disorders, disorders of the vertebral column unless there has been a Change in Status examination by a Doctor within 15 (fifteen) days after the first medical consultation which was the reason for the Cancellation;
- 4.5. Illnesses related to pregnancy beyond the 28th week, voluntary termination of pregnancy, in vitro fertilisation;
- 4.6. medical contra-indications to undertaking a Trip that are not the result of an Illness, including those related to a pregnancy condition or to a Bodily accident, under the conditions set out in Article 2.1;
- 4.7. forgetting to get vaccinated or failure to take the preventive treatment necessary for the destination of the insured service;
- 4.8. the employer's refusal to permit paid leave;
- 4.9. epidemics, local health situations, natural or human pollution;
- 4.10. Natural disasters occurring Abroad, definitely caused by the abnormal intensity of a natural agent and those natural disasters referred to in Law N° 82-600 of 13 July 1982;
- 4.11. criminal proceedings against the Insured
- 4.12 any event that occurs between the date on which the Trip was booked and the date when this policy was taken out

5. WHAT THE INSURED MUST DO IN THE EVENT OF CANCELLATION

The Insured must notify the Trip's Approved Organisation or Intermediary about his/her withdrawal as soon as the covered event that prevents his/her Departure takes place.

The Insured must then declare the Claim to the Insurer **within five working days** of his/her knowledge of it, except in the event of exceptional circumstances or force majeure:

- either directly via the website: www.mondial-assistance.fr
 - go to the «Declare a claim» section
 - quote the Mondial Assistance policy number
 - follow the 5 steps that will give you a claim file number and a customer code
 - you will be sent an acknowledgement by return e-mail, containing the list of documents you need to provide
 - go to the «Claim file enquiry» section to track the progress of your claim, using the customer code you were given previously
- or, call us Monday to Friday, between 9 am and 6 pm:
 - on 01 42 99 03 95 (or 01 42 99 03 97 for non French speaking insured persons) / 01 42 99 03 97
 - if the Insured is outside France: on n° 33 1 42 99 03 95 (or 33 1 42 99 03 97 for non french speaking insured)

After this deadline has passed and the Insurer incurs a loss because of the late notification, the Insured will lose all rights to compensation.

6. SUPPORTING DOCUMENTS TO BE PROVIDED

The Insurer will inform the Insured of the information that is needed in order for the Claim to be declared. It is the Insured's responsibility to provide the Insurer with all the documents and information in support of the reason for his/her Cancellation and which enable the Insurer to calculate the amount of compensation.

If the reason for the Cancellation is medical, the Insured may, if wished, send the medical details in an envelope marked «Confidential» for the attention of the Insurer's medical expert (Médecin conseil).

COVERED EVENTS	SUPPORTING DOCUMENTS TO BE PROVIDED
IN ALL CASES	<ul style="list-style-type: none"> - booking confirmation of the insured services, - bill for the cancellation fees for the insured services, - when applicable, the official document showing the relationship with the person who was the reason for the Cancellation (copy of the family identity booklet, partnership certificate, etc.), - R.I.B. (bank account details), - after the file has been reviewed, any other supporting document requested by Mondial Assistance.
In the event of Illness, including a pregnancy related condition or a Bodily accident:	<ul style="list-style-type: none"> - if relevant, medical prescriptions for drugs, - if relevant, test results, - if relevant, a copy of the sickness certificate, - if relevant, a hospitalisation form, - after the file has been reviewed, if requested by the Insurer: statements showing reimbursement by the health insurance body of which the Insured is a member.
For a death:	<ul style="list-style-type: none"> - a copy of the death certificate, - if relevant, contact details for the lawyer dealing with the estate of the deceased Insured person.
For redundancy:	<ul style="list-style-type: none"> - a copy of the letter summoning the person to the pre-redundancy interview, - a copy of the redundancy letter.
For serious Property damage:	<ul style="list-style-type: none"> - the acknowledgement of the claim declaration to the home insurance company, - in the event of a burglary, a copy of the report made to the police authorities.

ADMINISTRATIVE PROVISIONS

1. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

This policy is governed by the French Insurance Code, the General Terms and Conditions and the Specific Terms and Conditions.

The General Terms and Conditions have been drawn up in French.

2. PROCEDURES FOR TAKING OUT COVER, WHEN IT TAKES EFFECT AND ITS TERMINATION

The policy must be taken out on the same day as the booking is made. Cover takes effect at 00:00 on the day after the premium has been paid, Cover ceases at 08:00 on the Departure date specified in the contract for the insured service, and at the earliest after the premium has been paid.

3. RIGHT TO CHANGE YOUR MIND

In accordance with Order No. 2005-648 of 6 June 2005 on distance marketing of financial services, the right to change your mind does not apply to travel insurance or baggage insurance policies (Article L 112-2-1 of the French Insurance Code).

4. CUMULATIVE INSURANCE

If the Insured is covered for the same risks with other insurance companies, he/she must inform the Insurer and provide the Insurer with their details and the scope of their cover, in accordance with Article L 121-4 of the French Insurance Code.

The Insured can obtain compensation for his/her damage by contacting the insurance company of their choice.

5. SUBROGATION IN THE INSURED'S RIGHTS AND ACTIONS

In consideration for the payment of compensation and, up to its limit amount, the Insurer becomes the beneficiary of the rights and actions that the Insured owned against anyone liable for the Claim, in accordance with Article L 121-12 of the French Insurance Code.

If the Insurer is no longer able to perform this action by the Insured's act, the Insurer can be discharged of all or part of its obligations towards the Insured.

6. PENALTIES APPLICABLE IF YOU MAKE A FALSE DECLARATION WHEN TAKING OUT THE POLICY

- Any non-disclosure, or intentional false statement by the Insured when declaring the risk, will be penalised by the policy becoming void, under the conditions contained in Article L.113-8 of the French Insurance Code.
- Any omission or inaccurate declaration by the Insured whose bad faith has not been established, will be penalised under the conditions contained in Article L.113-9 of the French Insurance Code:
 - if this is observed before any Claim: the Insurer is entitled to maintain the policy by increasing the premium, or cancel the policy within ten days by registered letter and refund the extra premium amount.
 - if this is only observed after a Claim: the Insurer may reduce the compensation, proportionate to the premium paid in relation to the premium which would have been due if the risk had been fully and accurately declared.

7. PENALTIES APPLICABLE IF THE INSURED MAKES AN INTENTIONALLY FALSE STATEMENT AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional false statement by the Insured about the circumstances or consequences of a Claim will result in the loss of all entitlement to services or compensation for this Claim.

8. TIME LIMITATION

Any legal action arising from an insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by Article L 114-1 of the French Insurance Code.

In accordance with Article L 114-2 of the French Insurance Code, the time limitation period is suspended by:

- a registered letter with acknowledgement of receipt sent by the Insurer to the Insured relating to legal action for payment of the premium or sent by the Insured to the Insurer relating to payment of compensation,
- appointment of an expert in response to a Claim,
- the standard causes for suspension of the Time Limitation period.

9. ADDRESS TO WHICH SUPPORTING DOCUMENTS MUST BE SENT IN THE EVENT OF A CLAIM

Supporting documents must be sent to:

Mondial Assistance
Service Gestion des Sinistres (Claims Department)
DT001
54 rue de Londres 75394
Paris Cedex 08

10. LOSS ASSESSMENT

The causes and consequences of the Claim are assessed by mutual agreement and failing this, by jointly agreed loss assessment, subject to the respective rights of the Insurer and the Insured. The expert's fees are shared between the parties.

If the parties are unable to agree on the selection of the third party expert, the expert may be appointed by the presiding judge of the Tribunal de Grande Instance of the place of Domicile of the Policyholder.

This appointment shall be made on a written request signed by the Insurer or by just one party, the other party having being summoned by registered letter.

11. CLAIM SETTLEMENT TIME PERIOD

As soon as the Insured's case is complete, compensation will be paid within 10 days following the agreement between the Insurer and the Insured or an enforceable court ruling.

12. COMPLAINTS HANDLING PROCEDURES

When a Policyholder is unhappy with the way in which their claim has been handled, their first course of action should be to inform their usual contact so that the reason for their dissatisfaction can be understood and solutions sought.

In the event of a disagreement, any complaints should be sent to the following address:

MONDIAL ASSISTANCE FRANCE SAS
Service Traitement des Réclamations
TSA 20043
75379 Paris cedex 08

The Policyholder will receive an acknowledgement of receipt within ten (10) working days (excluding Sundays and public holidays) from the date on which their complaint is received, unless a response to the complaint is sent within this timeframe. A response will be provided no later than two (2) months after the date on which the complaint is received, unless special circumstances arise, of which the Insurer shall keep them informed.

If the disagreement persists after the Insurer's response, after a final examination of the request has been made and all modes of internal appeal have been exhausted, the Policyholder may then refer the matter to the independent mediator at the following address:

Médiateur de la Fédération Française des Sociétés d'Assurance (FFSA)
BP 290
75425 Paris cedex 09

The insurance companies belonging to the FFSA have established a system enabling Policyholders and third parties to benefit from a mediation procedure for the settlement of their disputes. This system is governed by the 10 rules set out in the FFSA Mediation Charter.

13. JURISDICTION

AGA International elects domicile at the office of its subsidiary:

Tour Gallieni II
36, avenue du Général de Gaulle
93175 BAGNOLET Cedex

Any disputes raised against AGA International concerning this policy, shall be exclusively submitted to the competent French courts and all notices should be sent to the address shown above.

14. LAW ON INFORMATION TECHNOLOGY AND FREEDOM

In accordance with the French Law on Information Technology and Freedom No. 78-17 of 6 January 1978, as modified by Law No. 2004-801 of 6 August 2004, the Insured has the right to oppose, access, modify, correct and remove any information about them that is contained in the Insurer's files, by contacting the Insurer's head office in France.

15. REGULATORY AUTHORITY

The body responsible for the regulation of AGA International is the Autorité de Contrôle Prudentiel (French banking and insurance industry regulatory authority), 61 rue Taitbout, 75436 Paris Cedex 09.

16. LEGAL INFORMATIONS

AGA International
Registered office: 37 rue Taitbout – 75009 PARIS
Société Anonyme (joint stock company) with share capital of 17.287.285 euros
519 490 080 RCS Paris
Subsidiary office: Tour Gallieni II - 36, avenue du Général de Gaulle - 93175 Bagnolet Cedex
Private company governed by the French Insurance Code

TABLE OF COVER AND EXCESS AMOUNTS

COVER	COVER AMOUNTS AND LIMITS	EXCESSES OR INTERVENTION LIMITS
CANCELLATION		
• As a result of the occurrence of a covered event	Refund of the cancellation charges, as stated in the policyholder's scale of charges, with a limit per insured person of €81	None

To make an insurance claim

 Use the following website:

<https://declaration-sinistre.mondial-assistance.fr>

 Call us
on **00 33 (0)1 42 99 03 95**
(from 9 am to 6 pm. Monday to Friday)
Fax : **00 33 (1) 42 99 03 25**

AGA INTERNATIONAL
Tour Gallieni II
36, avenue du Général de Gaulle
93175 BAGNOLET Cedex

Tél. : 01 49 93 29 00

A private company governed by the French Insurance Code
Authorised share capital: 17,287,285 euros
RCS PARIS 519 490 080