
Insurance policy for the account of a third party - Information Notice
Club Med Assistance GM no. 58 225 172



This Information Notice constitutes the General Terms and Conditions of the policy taken out by Club Med, on behalf of its customers, with Europ Assistance, a company governed by the French Insurance Code. It sets out the content and limits of the benefits that will be provided by Europ Assistance to Club Med Beneficiary customers during their Trip. The Information Notice may therefore evolve until the date of departure. Any update of the Information Notice will be communicated by all available means.

Assistance is provided by Europ Assistance, a French société anonyme (limited company) with capital of €46,926,941, registered with the Nanterre Trade and Companies Register under number 451 366 405, a company governed by the French Insurance Code, whose registered office is at 1 Promenade de la Bonnette, 92230 Gennevilliers. Any booking with Club Med®, directly or through a travel agent, entitles G.M.® to Europ Assistance's benefits, which cover personal assistance. This Information Notice is applicable as of the 1st of May 2021.

ARTICLE 1. DEFINITIONS

In this Information Notice, the following words, whether in the singular or the plural and insofar as their first letter is in capital letters, are defined as follows:

- **Insured:** means any natural person who has purchased a Trip from the Policyholder.
- **Beneficiary or "You":** means the Insured as well as any person staying with the Insured in connection with the Trip purchased from the Policyholder.
- **Injury:** means a bodily injury to the Beneficiary, confirmed by a doctor, resulting from the violent, sudden and unforeseeable action of an external cause.
- **Natural Disaster:** means a phenomenon such as earthquake, volcanic eruption, tidal wave, flood or a natural disaster, caused by the abnormal intensity of a natural event and recognized as such by the public authorities in the country in which it occurred.
- **Mortuary:** means the facility in place at a medical institution or an airport for storing the body of a deceased person.
- **Policy:** means the insurance policy for account no. **58 225 172** taken out by Club Med with Europ Assistance.
- **Domicile:** means the main and usual residence of the Beneficiary mentioned as their domicile on their income tax assessment.
- **Foreign:** means any country outside the Beneficiary's Country of Domicile with the exception of the excluded countries referred to in Article 3.1.

- **Event:** means any situation mentioned and guaranteed by this Information Notice and at the origin of a request for intervention from Europ Assistance.
- **Outpatient medical expenses in the event of suspected and/or confirmed Covid-19:** refers exclusively to medical expenses, the cost of x-rays and laboratory tests undertaken abroad for the medical diagnosis and treatment of an infection resulting from Covid-19.
- **Hospitalisation:** means any admission to a hospital or clinic, certified by a hospitalisation form, prescribed by a doctor as a result of illness or accident and requiring at least one overnight stay.
- **Illness:** means a pathological state duly confirmed by a medical doctor, requiring medical care and of a sudden and unforeseeable nature.
- **Country of domicile of the Beneficiary:** means the country in which the Beneficiary's Domicile is located.
- **Family member:** means the spouse, partner or common-law spouse living under the same roof of the Beneficiary, the child, including the child of the spouse, partner or common-law spouse, brother or sister, father or mother, one of the parents-in-law (i.e. parents of the Beneficiary's spouse), grandchild or grandparent of the Beneficiary.
- **Assistance services:** means the assistance services described in this Information Notice, under the conditions and within the limits set forth in said Information Notice.
- **Trip:** means a trip made by the Insured as of the 1st of May 2021, booked by the Insured with the Policyholder, whose dates, destination and cost are indicated on the travel booking form. The duration of the Trip abroad must not exceed 90 consecutive days.
- **Loss at Domicile:** means water damage, fire, burglary or the consequences of a Natural Disaster at the Beneficiary's Domicile during his/her Trip.
- **Policyholder:** means Club Méditerranée, having its registered office in France, hereinafter referred to as Club Med, which has taken out with Europ Assistance the insurance policy on behalf of its customers, individuals who have purchased a Trip from Club Med.

ARTICLE 2. TERMS OF INTERVENTION

In the event of an emergency, You must contact the emergency services regarding any problem that is within their remit.

So that Europ Assistance can take action, You must:

➤ Contact Europ Assistance immediately:

Telephone: - from France: 01 41 85 84 86
 - from abroad: +33 1 41 85 84 86
 Fax: - from France: 01 41 85 85 71
 - from abroad: +33 1 41 85 85 71

- Obtain the prior agreement of Europ Assistance before taking any initiative or incurring any expenses,
- Provide all information relating to the policy of which You are the Beneficiary,
- Comply with the solutions recommended by Europ Assistance,
- Provide all original supporting documents for any expenses for which you wish to be reimbursement.

Europ Assistance reserves the right to request any supporting documentation from the Beneficiary in support of any assistance request (such as a death certificate, cohabitation certificate or tax assessment, provided that you have first blacked out all information contained therein other than your name, address and the persons making up your tax household).

Any expenditure incurred without our agreement shall not be reimbursed or subsequently covered.

ARTICLE 3. GEOGRAPHICAL COVERAGE

Assistance Services apply worldwide, **except in countries excluded in this Notice, including those mentioned in the International Sanctions clause below.**

3.1. INTERNATIONAL SANCTIONS

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

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

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

ARTICLE 4. TERM OF COVER

This Information Notice is applicable for Trips made as of the 1st of May 2021.

The Event leading to the implementation of the Assistance Services to the Beneficiaries must occur between the Trip departure date and the scheduled return date, which must be within 90 days.

The “Travel Information” Services take effect on the day on which Beneficiaries book their Trip, so they can make use of them before the day of their departure.

The validity of the Information Notice is subject to that of the Policy taken out with Europ Assistance by Club Med.

ARTICLE 5. CONDITIONS OF APPLICATION

Europ Assistance will intervene on the express condition that the Event that requires us to provide the service was not known about at the time departure.

The intervention of Europ Assistance cannot replace local public services or any operators that Europ Assistance is obliged to use under local and/or international regulations.

ARTICLE 6. TRANSPORT TICKETS

Where transport is organised and paid for in accordance with the provisions of this Information Notice, the Beneficiary undertakes to reserve for Europ Assistance the right to use the travel tickets it holds. Similarly, he/she undertakes to reimburse Europ Assistance any sums reimbursed by the organisation that issued said tickets.

ARTICLE 7. ASSISTANCE SERVICES

SERVICES ASSISTANCE EUROP ASSISTANCE	MAXIMUM AMOUNT INCLUDING ALL TAXES *
ASSISTANCE TO PERSONS	
Medical transport/repatriation	Actual Costs
Return of persons travelling with a Beneficiary	Return ticket for Family Members or 1 person travelling with a Beneficiary
Hospitalisation support	Return ticket for 1 member of Beneficiary's family Hotel costs €120 per night/maximum 10 nights
Accommodation for a person travelling with a Beneficiary during the Trip	Hotel expenses €120 per night for 1 person travelling with a Beneficiary or 1 Family member OR €250 per night for 2 or more Family members/maximum 10 nights
Connection costs	€150
Trip prolongation costs	Accommodation costs of €120 per night/person for two persons travelling with Beneficiaries OR €250 per night for Family Members/maximum 10 nights. In both cases, the duration may be extended to up to 14 nights, by decision of the doctors of Europ Assistance, in the event of suspected or confirmed Covid-19, in connection with health regulations issued by a competent authority of the Beneficiary's Country of Domicile or the country of the place of Trip intended to prevent the risk of the spread of said disease during an epidemic or pandemic.

SERVICES ASSISTANCE EUROP ASSISTANCE	MAXIMUM AMOUNT INCLUDING ALL TAXES *
Accompanying a Beneficiary's children under the age of 15	1 return ticket
Early return in the event of the hospitalisation or death of a family member	Return ticket for the Beneficiary and 1 person travelling with a Beneficiary
Early return in the event of a Loss at the Domicile	1 return ticket for a Beneficiary
Teleconsultation	5 telephone calls/Beneficiary/Trip
MEDICAL EXPENSES ABROAD	
Advance and/or reimbursement of Hospital expenses abroad	€75,000 Excess €50
Additional reimbursement of Outpatient Medical Expenses abroad in the event of suspected and/or confirmed Covid-19	€500 per Event Excess €50
Additional reimbursement for dental emergencies abroad	€500 Excess €50
ASSISTANCE IN THE EVENT OF DEATH	
Transport in the event of the death of the Beneficiary	Actual Costs
Coffin costs	€1,500
Mortuary Costs	€750
TRAVEL ASSISTANCE	
Sending medicines abroad	Shipping costs
Advance of bail abroad	€15,000
Payment of legal fees abroad	€3,000
Forwarding of urgent messages	
Travel information	

* Applicable rate according to the legislation in force

7.1. ASSISTANCE TO PERSONS

BEFORE YOU TRAVEL

- If you are undergoing treatment, remember to take your medication and to carry it in your hand luggage to avoid interruption of treatment in the event of a delay or loss of luggage; some countries such as the United States and Israel do not allow products of this type to be sent by post.

WHILE ON YOUR TRIP

- If You engage in risky physical or motor activity or travel to an isolated area during your trip, we advise You to first ensure that an emergency rescue system has been put in place by the competent authorities of the country concerned to respond to any request for emergency assistance.

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

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

NB

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

7.1.1. Medical transport/repatriation

If you fall ill or are injured during Your Trip in your country of Domicile, our doctors will make contact with the local doctor who treated you following the Illness or Accident. The information obtained from the local doctor and possibly from your usual general doctor will help Europ Assistance, after consulting our doctors to initiate and organise, depending solely on your medical requirements:

- your return to your Domicile, or
- your transfer, where necessary under medical supervision, to a suitable hospital near your Domicile,

by light medical vehicle, ambulance, train (seated place in first class, first class berth or sleeping car), by airline or medical airplane.

Similarly, based solely on your medical requirements and on the decision of our doctors, in some cases We can initiate and organise initial transport to a local healthcare centre before considering a return to a facility near your home. The Europ Assistance Medical Department can reserve a place in the department where You are to be Hospitalised.

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

IMPORTANT

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

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

7.1.2. Return of family Members or an accompanying person

If You are repatriated by us following a decision by our Medical Department, we organise the transfer of the Insured members of your family or of one person who was travelling with You so that, if possible, they can accompany You during your return.

This transfer will be either:

- with You, or
- individually.

Europ Assistance will cover travel by 1st class train or economy class aircraft.

The cost of taxis from the departure point to the station or airport, and on arrival from the station/airport to your Domicile, are payable by you.

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

7.1.3. Early return

7.1.3.1 Early return in the event of hospitalisation of a family Member

During your Trip, You learn that a Member of your family has been hospitalised suddenly and for a serious reason. So that You can go to the bedside of the hospitalised person in your country of Domicile, we will arrange:

- either your return trip, or
- your return trip and that of a person accompanying the Beneficiary of your choice, and pay for 1st class train or economy class plane ticket(s) to your country of Domicile.

Transport costs from the departure point to the station or airport, and on arrival from the station/airport to your Domicile, are payable by you.

If You do not produce receipts (hospitalisation form, proof of kinship) within 30 days of returning home, Europ Assistance reserves the right to charge You for the service in full.

7.1.3.2. Early return in the event of the death of a family Member

During your Trip, You learn that a Family Member in your country of Domicile has died. To ensure that You can attend the funeral of the deceased in your country of Domicile, Europ Assistance will organise:

- either your return trip, or
- either your return trip or that of a person travelling with a Beneficiary of your choice and pay for 1st class train or economy class plane ticket(s) to your country of Domicile.

Transport costs from the departure point to the station or airport, and on arrival from the station/airport to your Domicile, are payable by you.

If You do not produce receipts (death certificate, proof of kinship) within 30 days of returning home, Europ Assistance reserves the right to charge You for the service in full.

This benefit is paid provided that the funeral takes place before the Beneficiary's scheduled return date.

7.1.3.3. Early return in the event of a Loss at the Domicile

During your Trip, You learn that a Loss has occurred at your Domicile. If, as a result of this Loss, you are required to be present to carry out administrative procedures, Europ Assistance will arrange and cover the cost of your return journey, by 1st class train or economy class aircraft, from the place of your Trip to your Domicile.

Transport costs from the departure point to the station or airport, and on arrival from the station/airport to your Domicile, are payable by you.

If you do not produce supporting documents (declaration of Loss to the insurer, expert's report, statement of complaint or any other document relating to your Loss) within 30 days of your return to your Country of Domicile, Europ Assistance reserves the right to charge You for the service in full.

7.1.4. Hospitalisation support

If You are hospitalised during your Trip as a result of Illness or an Injury and our doctors decide, based on the information provided by the local doctors, that you cannot travel for seven days, Europ Assistance will organise and pay for the return journey, by 1st class train or economy class aircraft, of a Member of your family from your Country of Domicile so that he/she can be with you.

Europ Assistance also covers the Family Member's hotel expenses (room and breakfast) up to €120 incl. VAT per night, for a maximum of 10 nights.

The cost of meals is not covered.

This benefit is not available in conjunction with the "Return of persons travelling with a Beneficiary" benefit.

7.1.5. Accommodation for a person travelling with a Beneficiary or family Members during the Trip

If You are hospitalised during your Trip following an Illness or Injury, Europ Assistance will cover the hotel costs (room + breakfast):

- either a person travelling with a Beneficiary (whether a Member of your family or not) who travels with You, up to €120 incl. VAT per night for up to 10 nights, or
- several members of your family who are travelling with You for up to €250 including VAT per night, regardless of the number of people accommodated, for up to 10 nights.

The two limits cannot be combined.

The cost of meals is not covered.

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

7.1.6. Connection costs

If following an Illness or Injury that occurred during your Trip, You have to leave a Trip location to go to a treatment facility, Europ Assistance will reimburse your return transport costs and/or the return transport costs of a person travelling with a Beneficiary, up to €150 incl. VAT per Event.

Transportation requested from local emergency services is not covered.

7.1.7. Trip prolongation costs

If as a result of Illness or Injury occurring during your Trip, You have to extend your Trip beyond the original return date, in the following cases:

- in the event of Hospitalisation: if You are hospitalised and our doctors decide, based on the information provided by the local doctors, that you must remain in Hospital beyond your initial return date, Europ Assistance will cover the costs of accommodation at Club Med (flat rate) or in an external hotel (room and breakfast):

- either two persons travelling with Beneficiaries, up to a maximum of €120 including VAT per person per night for a maximum of 10 nights per Event, or

- or Members of your family who are travelling with You, up to €250 incl. VAT per night, regardless of the number of people accommodated, for a maximum of 10 nights per Event.

- without Hospitalisation: if You are not hospitalised and our doctors decide, based on the information provided by the local doctors, that your state of health prevents you from returning home on your scheduled return date, Europ Assistance will cover the costs of accommodation at Club Med (flat rate) or in an external hotel (room and breakfast):

- either You and two persons travelling with Beneficiaries up to a maximum of €120 including VAT per person and per night for a maximum of 10 nights per Event, or

- You and Members of your family who are travelling with You, up to €250 including VAT per night, regardless of the number of people accommodated, for a maximum of 10 nights per Event.

In both cases, the duration may be extended to up to 14 nights, by decision of the doctors of Europ Assistance, in the event of suspected or confirmed Covid-19, in connection with health regulations issued by a competent authority of the Beneficiary's Country of Domicile or the country of the place of Trip intended to prevent the risk of the spread of said disease during an epidemic or pandemic.

Our cover ceases from the day our doctors determine from the information provided by the local doctors that You can return to your Domicile.

This benefit is not available in conjunction with the Hospitalisation Support benefit.

7.1.8. Accompanying children under the age of 15

If You are ill or injured and cannot take care of Beneficiary children under the age of 15 travelling with you, Europ Assistance will arrange and pay for the return journey by 1st class train or economy class aircraft from your country of residence of a person of your choice (including a Club Med employee from the village), or of one of the Europ Assistance hostesses so that they can take the Beneficiary children to your country of Domicile by train.

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

7.1.9. Medical expenses abroad

To be eligible for Advances and/or Refunds under the Medical Expenses cover below, You must take all necessary steps to recover these expenses from the provident organisations to which You are affiliated as soon as You return to your country of Domicile or on site and provide us with the supporting documents mentioned below.

7.1.9.1. Advance and/or additional reimbursement of Hospital expenses abroad

Europ Assistance will pay, in the form of an Advance or Reimbursement, for Hospital expenses following an Illness or Injury occurring abroad if, after obtaining information from the local doctor, our doctors decide that you are unfit to travel.

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

a) Advance of Hospital expenses abroad

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

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

In any event, You agree to reimburse us this advance no later than 30 days after receipt of our invoice. This obligation applies even if You have followed the reimbursement procedures referred to above.

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

Of course, as soon as these procedures have been completed, Europ Assistance will pay the difference between the amount of the advance that You have reimbursed us and the amount of the sums received from the relevant provident organisations, up to a maximum of €75,000 including VAT, provided that You provide us with the following documents:

- photocopies of receipts for the expenses incurred,
- the original statements of all the social security and/or provident schemes showing the reimbursements received.

b) Additional reimbursement of Hospital expenses abroad.

In order to benefit from the Additional Reimbursement of Hospitalisation Expenses Abroad, You undertake to carry out, on site or on return to your country of Domicile, all the procedures necessary to recover these expenses from the provident organisations to which You are affiliated, and to send Europ Assistance the following documents:

- photocopies of receipts for the expenses incurred,
- the original statements of all the social security and/or provident schemes showing the reimbursements received.

Europ Assistance will reimburse You for Hospital expenses incurred abroad and payable by You after reimbursement by provident organisations, up to the amount of €75,000 including VAT.

Unless we receive the documents mentioned above, we will not be able to reimburse you.

The aggregate limit of the “Advance and/or Additional Reimbursement of Hospital Expenses Abroad” cover cannot exceed €75,000 including VAT.

An excess of €50 incl. VAT per Beneficiary and per Event is applied in all cases.

7.1.9.2 Additional reimbursement of outpatient medical expenses abroad in the event of suspected and/or confirmed Covid-19

During your Abroad Trip, if You show symptoms that may be linked to an infection resulting from Covid-19, depending on the decision of our doctors, Europ Assistance may pay, in the form of a Reimbursement, up to €500 including VAT per Event, **in an exhaustive and restrictive manner, the following medical diagnostic and treatment costs related to Covid-19**, prescribed during your Trip by a doctor in accordance with local regulations:

- **medical expenses,**
- **x-rays,**
- **laboratory tests.**

In order to benefit from the Additional Reimbursement of Outpatient Medical Expenses abroad in the event of suspected and/or confirmed Covid-19, You must carry out, on site or on return to your Country of Domicile, all the procedures necessary to recover these Outpatient Medical Expenses from the provident organisations to which You are affiliated, and send Europ Assistance the following documents:

- photocopies of receipts for the expenses incurred,
- the original statements of all the social security and/or provident schemes showing the reimbursements received.

We will then reimburse You the amount of outpatient medical expenses incurred abroad and payable by You, after reimbursement by provident organisations, up to €500 including VAT per Event.

Unless we receive the documents mentioned above, we will not be able to reimburse you.

An excess of €50 incl. VAT per Beneficiary and per Event is applied in all cases.

7.1.9.3. Additional reimbursement for dental emergencies abroad

During your Trip abroad, You require emergency dental care according to the Europ Assistance doctors.

Europ Assistance will reimburse You for this dental care up to €500 incl. VAT

You undertake to carry out, on site or on return to your country of Domicile, all the procedures necessary to recover these expenses from the provident organisations to which You are affiliated, and to send Europ Assistance the following documents:

- photocopies of receipts for the expenses incurred,
- the original statements of all the social security and/or provident schemes showing the reimbursements received.

We will reimburse You emergency dental expenses incurred abroad and payable by You after reimbursement by provident organisations, up to the amount of €75,000 including VAT.

Unless we receive the documents mentioned above, we will not be able to reimburse you.

An excess of €50 including VAT per Beneficiary and per event is applied in all cases.

7.1.10. Transport in the event of the death

If a Beneficiary dies during a Trip: Europ Assistance will organise and pay for the transport of the deceased to the place of the funeral in his/her Country of Domicile.

Europ Assistance will also cover all the costs required for preparing the body and specific transport arrangements (including the cost of delivering the coffin to the Mortuary, up to **€750**).

In addition, Europ Assistance will contribute up to **€1,500 incl. VAT to the cost of the coffin.**

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

7.1.11. Sending of medicines

During your Trip abroad, if You are unable to obtain medicines that are essential for the continuation of your treatment and which, according to Europ Assistance's doctors, pose a risk to your health if you cannot get them:.

Europ Assistance will search for equivalent medicines on site and will organise a medical visit with a local doctor who can prescribe them for you. Consultation and medicine costs are not covered.

If there are no equivalent medicines available locally, Europ Assistance will arrange for the medicines prescribed by your doctor to be sent to you, uniquely from France, provided that he sends our doctors a copy of the prescription he has given You and that these medicines are available in local pharmacies. Europ Assistance will pay the shipping costs and will invoice You the customs charges and the cost of buying the medicines, which You agree to reimburse us on receipt of our invoice.

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

Europ Assistance disclaims all responsibility for the loss or theft of the medicines and any regulatory restrictions that could delay or prevent the shipment of medicines, as well as for the consequences arising therefrom. Moreover, the cessation of the manufacture of medicines, withdrawal from the market or non-availability in France constitute cases of force majeure that could delay or prevent their delivery.

In any event, shipments of blood products and blood derivatives, products reserved for hospital use or products requiring special storage conditions, especially cold storage, and in general products not available from pharmacies in France.

7.1.12. Payment of bail bond and cover of legal fees (abroad only)

If, during your Trip abroad, You are the subject of legal proceedings following a traffic accident **to the exclusion of any other cause:** Europ Assistance will advance bail of up to of €15,000 including VAT, subject to prior communication of an indictment and/or any document issued by the local legal authorities confirming that legal proceedings are being taken against you. You agree to reimburse us this advance within 30 days of receiving our invoice, or as soon as the bail bond has been refunded by the authorities if the refund occurs before the expiry of this deadline.

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

In addition, Europ Assistance will pay any legal costs that You have thus incurred on site, up to €3,000 including VAT, provided that the alleged acts are not punishable by criminal sanctions under the legislation of the country.

Your request for payment of compensation must be accompanied by the final court decision that has become enforceable.

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

Facts related to a professional activity exclude the application of this service.

7.2. TRAVEL ADVICE/MESSAGING

7.2.1. Travel information

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

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

Europ Assistance's Travel Information service can be reached from 9 a.m. to 6 p.m. every day, except Sundays and public holidays.

7.2.2. Forwarding of urgent messages

If, during your Trip, You are unable to contact someone in your country of Domicile: Europ Assistance will send, at the time and on the day that You have chosen, a message that You have relayed to us by telephone on the following number:

From France: 01 41 85 84 86
From abroad: +33 1 41 85 84 86

The Beneficiary may also use this number to leave a message for a person of his/her choice who can hear it simply by calling this number.

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

8. GENERAL TERMS AND CONDITIONS OF USE OF THE TELECONSULTATION SERVICE

The services offered under Teleconsultation cover are available by booking an appointment, 7 days a week.

This cover is limited to five (5) telephone calls per Beneficiary during his/her Trip.

DEFINITION SPECIFIC TO THIS GUARANTEE

Healthcare Professional: means any State-registered doctor or nurse participating in the implementation of the teleconsultation cover within the limits of their respective powers;

Platform: means the telephone platform, a tool for implementing the teleconsultation guarantee associated with a medical organisation;

Teleconsultation: means an act of telemedicine within the meaning of Article L. 6316-1 of the French Public Health Code, as described in the clause below, and carried out through the Platform.

OBJECT OF COVER

Teleconsultation is not an emergency service. In an emergency the Beneficiary must contact the local emergency services.

The purpose of Teleconsultation is not to replace either comprehensive care or monitoring of the Beneficiary by his GP.

Medical information exchanged with Healthcare Professionals remains strictly confidential and is subject to medical confidentiality, with no data being sent to the Insurer.

WHAT IS COVERED

If, during his/her Trip, a Beneficiary requires general medical assistance but cannot contact his/her GP, the Beneficiary may contact the Platform in order to benefit from the Teleconsultation cover available by booking an appointment.

During and after the Teleconsultation, the Healthcare Professional may, under his or her independent assessment of the Beneficiary's care pathway and in compliance with his or her professional and ethical obligations and the legislation in force in France:

- Provide the Beneficiary with health information, without diagnosis;
- Fill in a medical file or fill in a specific medical questionnaire;
- Send the Beneficiary and/or the pharmacist appointed by the Beneficiary, by secure means, a written prescription for drugs, at its discretion and in line with the local legislation;
- Send the minutes of the Teleconsultation, by secure means, to the Beneficiary and/or his/her GP and/or any other Healthcare Professional designated by the Beneficiary and involved in his/her treatment.

This Teleconsultation service is intended for French resident Beneficiaries during their Trips abroad and nationals of foreign countries during their Trips in France.

It is provided in French and will be provided in English (subject to availability of a medical doctor).

LIMITATION OF COVER

Europ Assistance will not be liable for:

- service interruptions and/or damage resulting from telephone and/or IT network breakdowns or disruptions;
- changes to the Beneficiary's situation, in particular his previous or current state of health, that he was not informed of during the Teleconsultation;
- the consequences of local regulations prohibiting or not recognising Teleconsultation procedures and/or written drug prescriptions carried out by our Healthcare Professionals;
- a force majeure event or the actions of a third party.

Teleconsultation may be refused by the healthcare professional if the latter considers, in line with his or her professional and ethical obligations and the regulations in force, that the Beneficiary is not able to converse in the context of a Teleconsultation or that a clinical examination with the Beneficiary present or additional examinations are necessary. In this case, he/she shall refer the Beneficiary to his/her GP or to a healthcare facility close to his/her Trip location that is appropriate for his/her situation, at his/her choosing. The Beneficiary acknowledges and accepts that, in such situations, the health professional shall inform him/her and explain to him/her the reasons he/she is not eligible for the benefits under the Teleconsultation cover.

Exclusions specific to Teleconsultation cover

We cannot under any circumstances replace local emergency services.

In addition to the general exclusions applicable to the policy and included in Article 9 "EXCLUSIONS", the following are excluded:

- **Emergency medicine and emergencies that must be referred to the emergency services;**

- **Medical consultations that require a specialist doctor;**
- **Medical consultations that require the physical presence of the Beneficiary or additional examinations;**
- **Requests relating to the treatment of a chronic disease known to the Beneficiary;**
- **Requests for a second medical opinion;**
- **Requests concerning infants under the age of 12 months;**
- **The Beneficiary's use of the teleconsultation service for professional purposes;**
- **Information on the cost of prescribed drugs;**
- **Renewals of prescriptions for medicines or treatments (unless the treatment is for more than 7 days):**
 - **Prescriptions for treatment of more than 7 days duration,**
 - **Prescription of bespoke or pharmacy preparations,**
 - **Issuing medical certificates,**
 - **Sick notes,**
 - **Specific prescriptions such as:**
 - **Medicines subject to restricted prescription,**
 - **Medicines requiring prior approval**
 - **Exceptional medicines,**
 - **Narcotics prescriptions.**

INFORMATION REQUIRED FOR THE IMPLEMENTATION OF THE TELECONSULTATION COVER

When the Beneficiary contacts the Platform with a view to claiming Teleconsultation cover, he/she will be authenticated through the following information:

- Name
- First name
- Date of birth
- Travel dates

Club Med Village location or Trip location

The Beneficiary's consent will be sought and must be obtained for collecting and processing personal health data, as well as the provision of services under Teleconsultation cover.

The Beneficiary shall provide the Healthcare Professional with the information he/she requires to successfully perform the Teleconsultation.

All discussions between the Healthcare Professional and the Beneficiary are covered by medical confidentiality.

The implementation of the Teleconsultation cover will result in the processing of the Insured's medical data.

This data is hosted by CLARANET, registered with the Paris Trade and Companies Register under number B 419 632 286, whose registered office is at 18-20, rue du Faubourg du Temple, 75011 Paris, France.

ARTICLE 9. GENERAL EXCLUSIONS

Europ Assistance cannot under any circumstances replace local emergency services. The following are excluded or cannot be covered:

- Unless expressly stipulated to the contrary, the consequences of a civil or foreign war, riots, popular uprisings, acts of terrorism, Natural Disaster,
- the voluntary participation of the Beneficiary in riots, strikes, brawls or assault,
- the consequences of radioactive decay or any irradiation from a radioactive energy source,
- the consequences of exposure to infectious biological agents, chemical agents such as combat gases, incapacitating agents, nerve agents or with persistent neurotoxic effects,
- the consequences of quarantine measures and restrictions on movement decided by a competent authority, which could affect the Beneficiary before or during his/her Trip,
- Trips to regions or zones in which Travel is officially discouraged by government authorities in the Beneficiary's country of Domicile,
- the consequences of intentional acts by the Beneficiary or the consequences of fraudulent acts, attempted suicide or suicide,
- The consequences of taking medicines, drugs, narcotics and similar products not prescribed by a doctor, and of the abuse of alcohol,
- pre-existing, diagnosed and/or treated health conditions and/or illnesses and/or injury resulting in continuous hospitalisation, day treatment in hospital or outpatient care in the three months preceding any request, regardless of whether it concerns the appearance or worsening of said condition,
- costs incurred without the consent of Europ Assistance, or not expressly provided for herein,
- charges not substantiated by original receipts,
- losses that occurred in countries excluded from cover under the Policy or outside the Policy validity dates, and in particular beyond the duration of your planned Trip abroad,
- the consequences of incidents occurring during motoring events, races or competitions (or their trials), subject by the regulations in force to the prior authorisation of the public authorities if You take part in them as a competitor, or during trials on a circuit subject to the prior approval of the public authorities, even if You use your own vehicle,
- Trips undertaken for the purpose of diagnosis and/or medical treatment or cosmetic surgery, their consequences and the resulting costs,
- organising and paying for the transport referred to in the "Medical Transport/Repatriation" paragraph for minor ailments that can be treated locally and do not prevent the Insured/Beneficiary from continuing his/her Trip,
- requests for assistance relating to medically assisted procreation or termination of pregnancy, their consequences and the resulting costs,
- requests relating to surrogate fertilisation or motherhood, their consequences and the resulting costs,
- medical appliances and prostheses (dental, auditory, medical),
- thermal cures, their consequences and the resulting costs,
- medical expenses incurred in the Beneficiary's country of Domicile,
- outpatient medical expenses other than those provided for in article 7.1.9.2,

- planned hospitalisations, their consequences and the resulting costs,
- optical costs (e.g., glasses and contact lenses),
- vaccines and vaccination costs,
- medical check-ups, their consequences and the related costs,
- plastic surgery, its potential consequences and the resulting costs,
- stays in a rest home, their consequences and the resulting costs,
- rehabilitation, physiotherapy, chiropractic, their consequences and the resulting costs,
- medical or paramedical services and the purchase of products whose therapeutic nature is not recognised by French legislation, and the related costs,
- health check-ups for preventive screening, regular treatment or tests, their consequences and the resulting costs,
- the organisation of searches and rescue of people at sea or in the mountains,
- the organisation of searches and rescue of people in the desert, as well as the related costs,
- the cost of excess baggage when travelling by air and the cost of transporting baggage if it cannot be transported with the Beneficiary,
- Trip cancellation costs,
- restaurant bills,
- customs duties.

ARTICLE 10. LIMITATIONS ON LIABILITY IN A FORCE MAJEURE EVENT OR OTHER SIMILAR EVENTS

Europ Assistance cannot under any circumstances replace local emergency services.

Europ Assistance will not be held liable for breaches or delays in the performance of the services resulting from force majeure events or events such as:

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

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

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

ARTICLE 11. SUBROGATION

After incurring costs in connection with our assistance services, Europ Assistance is subrogated in the rights and actions that You may assert against the third parties responsible for the Loss, as provided for in article L. 121-12 of the French Insurance Code. Our subrogation is limited to the amount of the costs that Europ Assistance incurred in the execution of this policy.

ARTICLE 12 TIME BARRING

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

“All actions deriving from an insurance policy are time barred two years from the date of the event giving rise to it.

However, this time limit applies:

1. In the event of the withholding of information, omission, or a false or inaccurate declaration concerning the risk incurred, only from the date on which the Insurer learns of it;
2. In the event of a Loss, only from the day on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

If the Insured’s action against the Insurer is the result of recourse by a third party, the time limit runs only from the day on which the third party initiated court action against the Insured or received compensation from the latter.”

Pursuant to Article L114-2 of the French Insurance Code:

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

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

Pursuant to Article L114-3 of the French Insurance Code:

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

ARTICLE 13. FALSE DECLARATIONS

If they change the object of the risk or diminish our opinion thereof, any unwillingness or intentionally false statement on your part will invalidate the policy. The premiums paid shall remain ours, and we will be entitled to require the payment of premiums due, as provided for in article L. 113--8 of the French Insurance Code.

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

ARTICLE 14. FORFEITURE FOR FRAUDULENT DECLARATION

In the event of a request for intervention under the assistance services, if you knowingly present inaccurate documents as evidence, use fraudulent means or make inaccurate or partial statements, You or your Beneficiaries will forfeit any right to insurance cover and to the assistance services provided for in this assistance notice, for which these statements are required.

ARTICLE 15. COMPLAINTS

In the event of a complaint or dispute the Beneficiary should contact:

Europ Assistance
Customer Complaints Department
1, promenade de la Bonnette
92633 Gennevilliers Cedex, France
service.qualite@europ-assistance.fr

If the complaint handling time is to exceed ten business days, an interim letter will be sent to You during this period. A written response to the complaint will be sent no later than two (2) months from the date of receipt of the initial complaint.

If the dispute persists after a review of your request by our Customer Complaints Department, the Beneficiary may refer it to the Mediator by post or by Internet:

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

The Beneficiary may refer the dispute to the competent jurisdiction at any time.

ARTICLE 16. SUPERVISORY AUTHORITY

The authority responsible for supervision is the French Prudential Control and Resolution Authority - A.C.P.R., 4, place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

ARTICLE 17. PERSONAL DATA

You undertake to disclose the information contained in this article to any third party for which any personal data may be transmitted to Europ Assistance (e.g. the other Beneficiaries, third parties involved in a loss, people to be notified in the event of an emergency, etc.).

Europ Assistance, a company governed by the French Insurance Code, having its registered office at 1 Promenade de la Bonnette, 92633 Gennevilliers Cedex, acting as data processor, processes the personal data of the Insured for the purposes of:

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

The Beneficiary is informed and accepts that his/her personal data will be processed for the purposes mentioned above. This processing will be carried out in the application of the policy.

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

To this end, the Beneficiary is informed that his/her personal data are intended for Europ Assistance, the data processor, and the subcontractors, subsidiaries and agents of Europ Assistance.

To meet the legal and regulatory obligations, Europ Assistance may be required to disclose information to legally authorised administrative or judicial authorities.

The personal data of the Beneficiary are kept for varying periods depending on the purpose pursued (six months for telephone recordings, ten years for medical matters, five years for other processing), plus the mandatory conservation periods in the case of accounting and the statutory limitation period.

The Beneficiary is informed and accepts that personal data concerning him/her are disclosed to recipients located in other countries that are not European Union members with equivalent protection. Transfers of data to these other countries are regulated by:

- a cross-border data flow convention agreed in accordance with the model contractual clauses of data sub-processors issued by the European Commission and currently in force;**

The Beneficiary may request a copy of such appropriate safeguards governing data transfers to either of the addresses indicated below.

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

- data relating to identity (such as surname, first names, sex, age, date of birth, phone number, e-mail), and personal life (such as family situation, number of children),
- location data,
- health-related data such as Social Security Number (NIR).

As the person concerned by the processing, the Beneficiary is informed that he/she has the right to query, access, rectify, erase and transfer his/her data and to limit its processing. He/she also has the right to object to its processing. The Beneficiary has the right to withdraw consent at any time, without prejudice to the lawfulness of the processing based on the consent given before it was withdrawn. In addition, he has the right to set specific guidelines and general considerations concerning the conservation, erasure and disclosure of his post-mortem data.

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

- by email to: protectiondesdonnees@europ-assistance.fr, or
- by post: Europ Assistance - For the attention of the Data Protection Officer, 1, promenade de la Bonnette, 92633 Gennevilliers Cedex.

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

ARTICLE18. CONSUMERS' RIGHT TO OBJECT TO COLD CALLING

Europ Assistance informs the Beneficiary, in accordance with law no. 2014--344 of 17 March 2014, that if he does not wish to be the recipient of cold calling by telephone by a company with which it has no contractual relationship, he can register free of charge on the list of objectors to cold calling by post or by internet: SOCIETE OPPOSETEL - Service Bloctel, 6, Rue Nicolas SIRET, 10000 TROYES www.bloctel.gouv.fr

www.bloctel.gouv.fr »