

Club Med Écran Total

## General Conditions Policy no. 051 365 197 6

- Travel cancellation
- Missed planes
- Luggage and personal effects
- Snow guarantee
- Holiday interruption costs
- Compensation travel
- Search and rescue expenses
- Personal travel accident insurance
- Assistance 24 hours a day 7 days a week



# Club Med <sup>th</sup>

#### **IMPORTANT**

In order to benefit from "TRAVEL CANCELLATION" cover or all other insurance cover offered by this policy, you need to notify the travel agency within 2 days, according to the CGAI Écran Total, and send us your claim declaration within 5 working days (2 working days for "LUGGAGE AND PERSONAL EFFECTS") of the event, in writing:

#### **EUROP ASSISTANCE SUISSE** Club Med Écran Total Policy Avenue Perdtemps 23

CP 3200 CH-1260 NYON – SWITZERLAND email: travel@europ-assistance.ch

In order to benefit from the coverages offered by this policy, it is ESSENTIAL to contact the emergency services first, and then to call EUROP ASSISTANCE prior to any intervention in order to obtain a file number that alone shall evidence application of cover:

#### EUROP ASSISTANCE, 24 hours a day, 7 days a week

By phone:	- from France: <b>01 41 85 84 86</b> - from abroad: <b>+33 1 41 85 84 86</b>
By fax:	- from France: <b>01 41 85 85 71</b> - from abroad: <b>+33 1 41 85 85 71</b>
By e-mail:	- service-medical@europ-assistance.fr

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## **TABLE OF AMOUNTS COVERED**

INSURANCE COVER	MAXIMUM AMOUNTS PER GM
<ul> <li>All valid reasons</li> <li>Cancellation in the event of lack of or excess of snow</li> </ul>	According to the sales conditions of Club Med with a maximum of CHF 9,000 per GM and CHF 37,000 per event <i>Excess</i> CHF 80
MISSED PLANES	Acceptance of a new air ticket in the event of departure within 24 hours (in the amount of 50 % the total value of the initial package)
<ul> <li>DELAYED PLANES</li> <li>Delay of &gt; 6 hours, causing a connection to be missed, for technical or weather- related reasons</li> </ul>	Payment of lump sum indemnity of CHF 240
LUGGAGE AND PERSONAL EFFECTS • Theft, loss or damage to luggage • Limit to valuables: 50% of the cover amount <i>Excess only for damage to luggage</i> • Accidental damage or theft of sports equipment <i>Excess</i> • Late receipt of luggage> 24 hours	CHF 4,800 CHF 2,400 CHF 75 CHF 4,800 10 % of the claim with a minimum of CHF 80 Payment of lump sum indemnity of CHF 480
SNOW GUARANTEE • Breakage or theft of personal or rented skis at Club Med • Refund of the ski lift package in the event of loss or theft	Acceptance of rental costs of a pair of replacement skis Pro rata temporis of the package not consumed following the purchase of a new package
<ul> <li>Rescue on and off marked trails/slopes/ pistes</li> <li>Compensation in the event of lack of or excess of snow</li> </ul>	CHF 24,300 Lump sum indemnity of CHF 550 in the form of vouchers to be used at Club Med
<b>COMPENSATION TRAVEL</b> • In the event of medical repatriation	Maximum of CHF 9,000 the form of vouchers to be used at Club Med
HOLIDAY INTERRUPTION COSTS • In the event of early return	Pro rata temporis with a maximum of CHF 9,000(CHF 37,000 per event)
SEARCH AND RESCUE EXPENSES  • In the sea and mountain	CHF 24,300
<ul> <li>PERSONAL TRAVEL ACCIDENT INSURANCE</li> <li>Capital for death and/or permanent disability</li> <li>Indemnity for funeral costs and/or permanent disability for insured children</li> </ul>	CHF 121,500 CHF 12,300
SUPPLEMENTARY REIMBURSEMENT OF MEDICAL EXPENSES ABROAD	
Excess of CHF 80 per beneficiary and per event	CHF 243,000

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ASSISTANCE COVER	MAXIMUM AMOUNTS PER GM
PERSONAL ASSISTANCE	
Return of accompanying persons     (in addition to the Trident cover)	Travel ticket
• Early return in the event of the	
hospitalisation or death of a family member	Travel ticket (return)
• Early return in the event of an insurance loss at home	Travel ticket (return)

## **ON-RISK PERIOD**

INSURANCE COVERS	COMMENCEMENT DATE	EXPIRY OF COVER
TRAVEL CANCELLATION CANCELLATION	The the day on which the insurance contract is taken out	Stay start date
OTHER INSURANCE	Stay start date	The last day of the stay

The above insurance coverages (apart from "CANCELLATION OF TRAVEL") only apply for the duration of the services sold by corresponding to the invoice issued by Club Méditerranée (Suisse) SA with at most 3 months from the date of departure.

## GENERAL

Like all insurance policies, it entails rights as well as obligations for both yourself and us. It is governed by the Federal Law on Insurance Policies (LCA/VVG). These rights and obligations are set out over the next few pages.

#### **1. DEFINITIONS**

#### **ACCIDENT (AFFECTING A PERSON)**

A sudden and unforeseen circumstances case which affects the Insured, unintentionally on the part of the latter, arising out of the sudden action of an outside cause.

#### **SERIOUS ACCIDENT**

A sudden and fortuitous incident affecting any individual, and not intended by the victim, arising from the sudden occurrence of an outside cause and preventing that person from moving by his or her own means.

#### CANCELLATION

The non-occurrence of the travel reserved by you, for reasons and in circumstances falling within our cover, as set out in the "TRAVEL CANCELLATION" section.

#### INSURED

Insureds are all those travelling through the Proposer of this Policy, hereinafter referred to as "You" or "Yourself/ves". These persons must have booked their stay at an authorised sales outlet in Switzerland.

#### **ASSISTANCE PROVIDER**

EUROP ASSISTANCE (France), hereinafter referred to as "We" or "Us".

#### **INSURER**

GENERALI ASSURANCES GÉNÉRALES SA, hereinafter referred to as "We" or "Us".

#### ACT OF TERRORISM

An "Act of Terrorism" is any act of violence, amounting to a criminal or violent attack against persons and/or property, in the country you are staying in, committed with the purpose of seriously disrupting public order by intimidation and terror and gaining media publicity. Any Act of Terrorism must be officially regarded as such by the Ministry of Foreign Affairs.

#### NATURAL DISASTER

A "Natural Disaster" is a phenomenon of natural origin, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a force of nature and recognised as such by the public authorities.

#### HOME

"Home" is the main and usual place of residence of the Insureds. The Home of all Insureds must be in Switzerland and in the Principality of Liechtenstein.

#### ABROAD

The term "Abroad" means the whole world except for the Home Country and excluded countries.

#### EXCESS

The part of the amount of expenses which shall be borne by you.

#### HOSPITALISATION

Admission of an Insured to a hospital facility (hospital or clinic), prescribed by a doctor following an Illness or Accident and including at least one overnight stay.

#### **SERIOUS ILLNESS**

An alteration to health that has been duly certified by a medical practitioner which makes it impossible to leave one's Home and requires medical treatment and the complete cessation of all professional activities.

#### **FAMILY MEMBER**

A "Family Member" means the spouse or live-in partner, a child, brother or sister, father, mother, parent-in-law, grandchild or grandparent.

#### **HOME COUNTRY**

The "Home Country" is that where your Home is located.

#### REPATRIATION

Transport of the Insured organised by ourselves following an Illness or injury by Accident, carried out in accordance with the terms and conditions defined in the section on "TRANSPORT/REPATRIATION".

#### **INSURED INCIDENT**

An event of a fortuitous nature which may fall within the cover of this policy.

#### PROPOSER

A travel organiser having its domicile in Switzerland who enters into this policy on behalf of other beneficiaries, hereinafter referred to as the Assured.

#### WEAR AND TEAR

Depreciation of the value of an item of property caused by use, or the manner in which the item of property is upkept or maintained, as of the day of an Insured Incident.

#### OLD AGE

Depreciation of the value of an item of property caused by time, as of the day of an Insured Incident.

#### 2. TERRITORIAL SCOPE OF COVER

The cover applies worldwide.

Countries in a state of civil or foreign war, of known political instability, riots, acts of terrorism, retaliation, restrictions to the free travel of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus and countries suffering any other cause of force majeure, are excluded.

#### **3. ON-RISK PERIOD**

For each journey, the duration of the validity of all cover coincides with the travel dates indicated on the invoice issued by the travel organiser, with a maximum duration of 3 consecutive months.

However, the "TRAVEL CANCELLATION" cover applies from the date on which the travel is registered or this policy stipulated and expires on the date of departure.

#### 4. WHAT TO DO WITH THE TRAVEL DOCUMENTS

If we arrange and pay for transport under one of the clauses of this agreement, you undertake, either to allow us to use the travel document or documents held by you or to reimburse us to the extent of any refund which you have received from the organisation which issued your travel documents.

#### 5. HOW TO USE OUR SERVICES

#### A. WHEN YOU NEED ASSISTANCE:

## In a case of urgency, it is essential to contact the emergency services for any problem falling within their area of competence.

In order to enable us to carry out our work, we recommend that you carry out some minor preparation prior to calling us.

We will ask you for the following information:

- your first name(s) and surname(s),
- your exact location, with the address and telephone number at which we can reach you,
- your policy number.

You must:

- call us without delay on telephone number: 01 41 85 84 86 (from abroad, 33 1 41 85 84 86), fax: 01 41 85 85 71 (from abroad, 33 1 41 85 85 71),
- · obtain our prior agreement before taking any steps or incurring any expenditure,
- comply with any solutions which we recommend,
- supply us with all documents relevant to your policy,
- supply us with original documentary evidence of all expenses for which reimbursement is claimed.

We reserve the right to demand all evidence necessary (death certificate, proof of domicile, marriage certificate, proof of expenses, etc.) required for any request for assistance.

Any expenses incurred without our approval will not be reimbursed and no arrangements will be made for them retrospectively.

We only provide assistance if the occurrence of the Event giving rise to the claim was still uncertain at the date of signature of the policy and the date of departure.

Accordingly, there is no cover for events arising from a diagnosed pre-existing illness or injury resulting in either full hospitalisation, day hospital treatment or walk-in treatment in the 6 months preceding the claim, whether the claim arises from a manifestation or an aggravation of that condition.

## B. YOU WANT TO MAKE A CLAIM REGARDING AN EVENT THAT IS COVERED UNDER THE INSURANCE:

Within 2 working days of when you become aware of the Insured Incident for "LUGGAGE AND PERSONAL EFFECTS" cover and within 5 days in all other cases, you or any person acting on your behalf, must fill in and sign the declaration of Insured Incident attached to these General Conditions and address it to:

EUROP ASSISTANCE SUISSE Club Med Assurance Policy Avenue Perdtemps 23 (P 3200 CH-1260 NYON - SWITZERLAND Telephone no.: 022 341 58 39) (from abroad: + 41 22 341 58 39) email: travel@europ-assistance.ch

#### **C. FALSE STATEMENTS**

All reticence or intentionally false declaration, all omission or inexact declaration of risk circumstances of which you are aware, will result in the application of the sanctions envisaged in Articles 38, 39 and 40 of the Federal Law on Insurance Policies (LCA/VVG).

#### 6. EXCLUSIONS COMMON TO ALL RISKS:

- civil or foreign war, riots, popular movements,
- voluntary participation of an Insured in riots, strikes, brawls or assaults,
- disintegration of the atomic nucleus, or any radiation from a radioactive energy source,
- use of medicines, drugs, mind-altering drugs and similar products, not on medical instruction and alcohol abuse,
- any voluntary act by you, or wilful act, attempted suicide or suicide, which could give rise to a claim under the policy,

- any incident taking place in countries that are excluded from cover or outside the dates of validity of the cover and, notably, outside the travel dates.
- 7. EXCLUSIONS IN THE CASE OF FORCE MAJEURE OR OTHER EQUIVALENT EVENTS

We cannot be held liable for failure to provide the coverages resulting from:

- cases of force majeure or events such as civil or foreign war, known political instability, popular movements, riots, acts of terrorism, retaliation, restrictions to the free travel of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, nor delays in providing coverages for the same reasons,
- delays in and/or the impossibility of obtaining administrative documents such as entry and exit visas, passports etc. which are required for your travel within or outside the country where you are situated or for your entry to the country recommended by our medical staff for your hospitalisation, nor delays in providing coverages for the same reasons,
- use of the local public services or by all other parties we are obliged to contact under local and/or international regulations, nor delays in providing coverages for the same reasons,
- aeroplane unavailability nor delays in providing coverages for the same reasons.

#### 8. DAMAGE APPRAISAL

#### If the amount of compensation cannot be determined by agreement, they must be assessed by way of an informal reference to expert opinion.

Each side must appoint an expert. If the appointed experts cannot agree, they call in a  $3^{rd}$  expert and the 3 of them must decide collectively by majority vote.

Should one party fail to appoint an expert, or should the two experts be unable to agree on the appointment of a 3<sup>rd</sup>, the appointment must be made by the Presiding Judge of a High Court (*Tribunal de Grande Instance*) of the district where the Insured Incident occurred. This appointment is made on request, signed by one or both parties; if one party has not signed, that party is invited to attend the expert hearing by registered letter. Each party is liable for the costs and fees of its appointed expert and, if applicable, one half of those of the 3<sup>rd</sup> expert.

#### 9. SUBROGATION

After having settled an indemnity, with the exception of the costs paid as regards the "PERSONAL TRAVEL ACCIDENT INSURANCE" cover, we shall take over all rights and claims that you may have against any third parties liable for the Insured Incident, as provided for by the Federal Law on Insurance Policies (LCA/VVG). Our subrogation is limited to the amount of indemnity we have paid you or the coverages executed. If the coverages provided in fulfilment of the agreement are covered entirely or partially by an insurance policy stipulated with another company or institution, we are subrogated in the rights and claims of the Insured against said company or institution.

#### **10. TERMS FOR SETTLEMENT**

The claim shall be settled within not more than 30 days from the date of agreement between the parties or of an enforceable judicial decision.

#### **11. TIME LIMIT**

Any credits deriving from the insurance policy shall be prescribed 2 years after the event from which the obligation stems.

#### **12. COURT AND APPLICABLE LAW**

For all claims stemming from this policy, the courts of the Swiss Domicile of the Proposer, shall have jurisdiction, as well as those of the Company's place of business.

#### **13. COMPLAINTS – DISPUTES**

In the event of a complaint or dispute, the Insured may write to the Quality Service of EUROP ASSISTANCE SUISSE - Avenue Perdtemps 23 - CP 3200 - CH-1260 NYON - SWITZERLAND or use any other means of contact.

#### **14. ACCEPTANCE OF THE POLICY WITHOUT RESERVATION**

If the contents of the policy or its covenants are not in line with that agreed, the proposer of the policy shall demand due correction within 4 weeks of receipt of the deed; failure to do so shall mean that it is deemed to have been accepted.

#### **15. DATA AND RIGHTS**

All information collected by EUROP ASSISTANCE FRANCE - 1, Promenade de la Bonnette -92633 Gennevilliers cedex in the course of subscribing for one of its services and/or implementing services is required for the fulfilment of the undertakings we make to you. If you fail to provide the information requested, EUROP ASSISTANCE FRANCE shall be unable to provide the service to you to which you wish to subscribe.

This information is reserved exclusively to the department of EUROP ASSISTANCE FRANCE which has responsibility for your policy. For the purpose of providing the service, but for no other purpose, it may be sent to service providers or partners of the EUROP ASSISTANCE FRANCE Group in connection with the cover under this policy.

EUROP ASSISTANCE FRANCE also reserves the possibility of using your personal details for the purpose of quality control or statistical studies.

EUROP ASSISTANCE FRANCE may have cause to disclose some of your data to partners which were the source of the coverages and cover set out herein.

You have the right to access, amend, rectify and delete information regarding them, by writing to: EUROP ASSISTANCE FRANCE, Service Qualité, 1, promenade de la Bonnette, 92633 Gennevilliers cedex.

If the carrying out of one of the purposes of processing mentioned above requires personal data to be transmitted outside the European Community, EUROP ASSISTANCE FRANCE will make the necessary contractual arrangements with the recipients of that data to ensure that the processing of that data by third parties remains secure.

Moreover, the Insureds are informed that any telephone conversations they may have with EUROP ASSISTANCE FRANCE may be recorded as part of the monitoring of the quality of services and staff training. These recordings will be kept for two months. The Insured may object to this by expressing their refusal to the person to whom they are speaking.

## **INSURANCE COVER**

## **TRAVEL CANCELLATION**

#### **1. WHAT WE COVER**

We reimburse down payments and all sums retained by Club Med, in accordance with the terms of sale of the trip (excluding administration fees, administrative tax and the insurance premium), when you are forced your trip prior to departure.

#### 2. WHAT INCIDENTS DO WE COVER?

We cover cancellations arising from the reasons and circumstances set out below:

### **CANCELLATION FOR ALL JUSTIFIED REASONS**

The cover shall be provided to you, following deduction of an Excess detailed in the Table of Amounts Covered:

 in all cases of Cancellation which could not have been foreseen on the date on which this policy was taken out, which were outside of your control and for which evidence is provided, • in the event of an Act of Terrorism or Natural Disaster occurring at destination and within 15 days prior to the date of departure, an Act of Terrorism or Natural Disaster occurs within a range of 100 km of your Club Med resort.

## CANCELLATION IN THE EVENT OF LACK OF OR TOO MUCH SNOW

The cover shall be provided to you, **following deduction of an Excess detailed in the Table of Amounts Covered**, if there is a lack of or too much snow when it occurs:

- in a skiing area of an altitude of more than 1,000 metres,
- for all departures during a winter period whose official dates have been determined by the resort,
- resulting in the closure of more than 50 % of the ski lifts normally in service on the site of your holiday, for at least 2 consecutive days out of the 5 days preceding your departure.

These conditions must all be met.

#### **3. EXCLUSIONS**

In addition to the exclusions set out in the chapter "GENERAL", we may not intervene in the circumstances envisaged hereto:

- cancellation owing to a person being in hospital at the time that your travel was booked or the policy was signed,
- pregnancy complications when the person is more than 6 months pregnant at the time of departure,
- psychological or psychological-therapeutic disease not requiring hospitalisation at the time of cancellation,
- omitted vaccinations,
- accidents resulting from the practice of the following sports: bob-sleighing, rock climbing, skeleton, skiing, tobogganing competitions, any aerial sports, as well as accidents caused by taking part in matches or competitions or training for matches or competitions,
- non-production, for any reason howsoever, of required travel documents such as passports, visas, travel tickets, vaccination cards, except in the event of theft on the departure date of passports or ID cards,
- illnesses and accidents where the initial report, relapse, aggravation or hospitalisation occurred between the date of booking of your travel and the date of signature of this policy.

"TRAVEL CANCELLATION" cover does not extend to inability to set off for the destination connected with the organisation of the holiday by the holiday organiser or the conditions of accommodation or safety at the destination.

#### 4. WHAT AMOUNT DO WE COVER?

We shall pay for the amount of the cancellation costs incurred as at the date of the Event and falling within the cover, in accordance with the General Terms & Conditions of Sale of the organiser of the trip, up to the **maximum and subject to the Excess amount set out in the Table of Amounts Covered.** 

#### 5. BY WHAT TIME MUST YOU REPORT THE INSURED INCIDENT?

You must notify the travel agency or organiser within 2 working days and advise us within the five working days immediately following the Event to which the cover relates. To do so, you must submit the claim declaration at the end of these General Conditions.

If the Cancellation or incident report are late, we cover only cancellation costs chargeable as at the date of the Insured Incident giving rise to the Cancellation.

#### 6. WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

#### Your incident report must be sent together with:

- in case of Illness or Accident, a medical certificate specifying the origin, nature, gravity
  and foreseeable consequences of the Incident or Accident, as well as a copy of the sick
  note and photocopies of any medical prescriptions and, if applicable, the results of any
  tests and examinations that have taken place,
- if dismissed for economic reasons, a copy of the letter of dismissal and a copy of the contract of employment,
- in the event of pregnancy complications, a copy of the antenatal examination sheet and a copy of suspension from work,
- in the event of death, a certificate,
- in all other cases, all relevant documents proving the situation.

The medical certificate must be sent in a sealed envelope and marked for the attention of our Medical Officer.

For this purpose, you must exempt your doctor from the obligation of professional confidentiality in relation to the company's Medical Officer. As an essential condition, the Insured, in claiming under the policy, must send all documents contractually required under this policy, and may not rely on any reason preventing their production, except for reasons beyond the parties' control (force majeure).

The Insured specifically acknowledges, as an express term of this policy, the company's right to treat any cover as being subject to this condition.

You must also forward to us any information or documents which you may be asked to provide as evidence of the reason for your cancellation, in particular:

- any statements from the social security authorities or any equivalent organisation, concerning the reimbursement of costs of treatment and the payment of daily sickness benefit,
- the original cancellation receipt provided by the travel organiser,
- · your insurance policy number,
- the registration form provided to you by a travel agent's or organiser,
- in case of an Accident, you must specify its causes and circumstances and provide us
  with the names and addresses of those responsible and, if possible, of the witnesses.

### **MISSED PLANES**

If you miss your plane of your outbound trip, for any reason howsoever, except in the event of a change of time ascribable to the transport company, we shall reimburse to you the cost of a new ticket for the same destination, provided that you start your journey within the following 24 hours or on the first available flight, and up to the maximum of 50 % the total value of your package (land services and transport services).

## **DELAYED PLANES**

#### **1. WHAT WE COVER**

In the event of a delay of more than 6 hours with respect to the departure time initially envisaged, causing a connection to be missed, for technical or weather-related reasons, we will pay you lump sum indemnity as specified in the Table of Amounts Covered. This cover is awarded you for return travel corresponding to the dates and destinations specified in your Special Conditions.

#### 2. EXCLUSIONS

- civil or foreign war, riots, popular unrest, strikes, acts of terrorism, hostage or sabotage, any radioactivity event, any effect of nuclear origin or caused by a source of ionising radiation in the country of departure, transfer and destination,
- any event that endangers the safety of your travel when your destination is not recommended by the Minister of Foreign Affairs (DFAE/EDA),
- a decision by airport authorities, civil aviation authorities or any other authority announced 24 hours before the date of departure of your travel,

- events taking place between the date on which you booked your travel and the date on which this policy was stipulated,
- lack of the flight on which your reservation was confirmed, for whatever reason,
- non-admission on board as a result of failure to respect the time limit for registering luggage and/or arrival at the boarding gate.

#### 3. WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

You must:

- complete and/or have completed a declaration of delay by a competent person of the airline on which you are travelling or a competent person of the airport,
- at your return and at the latest within 15 days of such, provide us with the duly completed declaration of delay, the photocopy of your air ticket, the purchase invoice of the ticket covered and the boarding card stub.

## **LUGGAGE AND PERSONAL EFFECTS**

#### **1. WHAT WE COVER**

We provide cover, **subject to the maximums set out in the Table of Amounts Covered**, for your luggage, personal objects and effects, outside of your Home and of your Second Home, against:

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

#### 2. LIMITATIONS ON REIMBURSEMENTS AS REGARDS CERTAIN OBJECTS

As regards precious objects, pearls, jewels and watches worn, furs, and likewise in respect of any and all sound and/or picture reproduction appliances and the accessories thereof, portable computing items, the reimbursement amount may not, under any circumstances, exceed 50% of the insurance cover provided, as per the Table of Amounts Covered.

Furthermore, the objects listed above are only covered against theft.

If you use your own car, the risk of theft is covered provided that luggage and personal effects are put in the boot of the car and the latter is locked and the luggage and personal effects are out of sight. Solely theft by means of break-in is covered.

If the vehicle is parked in public areas, the cover is only valid between 7am and 10pm.

#### **3. EXCLUSIONS**

In addition to the exclusions set out in the chapter "GENERAL", we may not intervene in the circumstances envisaged hereto:

- the theft of luggage, personal objects and effects left unguarded in a public place,
- items which are forgotten, lost (except by a transport company) or exchanged,
- accidental damage arising out of the leakage of liquids, of fat, of colorants or of corrosives which were put in your luggage,
- the confiscation of goods by the authorities (customs, police),
- damage caused by moths and/or by rodents and cigarette burns and also by non-incandescent sources of heat,
- theft committed in an open-top car and/or break or other vehicle with no boot,
- the collections and samples of sales representatives,
- the theft of, the loss of and damage caused to cash money, documents, books, passports, ID documents, travel tickets and credit cards,

- the theft of jewels when they have not been put in a locked safe or when they are not being worn,
- the breakage of fragile objects such as porcelain, glass, ivory, pottery and marble objects,
- indirect damage or losses such as depreciation and denial of enjoyment,
- the items designated hereto: any and all prosthetics, disability aids of all kinds, bicycles, trailers, securities, paintings, eyeglasses, contact lenses, keys of any and all kinds, documents recorded on tapes or films and also professional equipment, mobile phones, CDs, musical instruments, food products, lighters, pens, cigarettes, alcohol products, art objects, fishing rods, beauty products, items bought during the course of your travel and camera films.

#### 4. WHAT AMOUNT DO WE COVER?

The sum set out in the **Table of Amounts Covered** constitutes the maximum reimbursement in respect of all Insured Incidents which occur during the cover period.

Damages to luggage are indemnified, less an **Excess per item of luggage indicated in the Table of Amounts Covered.** 

#### 4. LUGGAGE DELIVERY DELAYS

In the event that your personal luggage was not to be returned to you at the destination airport as regards your outbound trip, and if it is returned to you more than 24 hours late, you shall receive a lump-sum indemnity, in such a way that you can proceed to purchase essential items and objects.

This indemnity is not cumulative with the main cover set out in the Table of Amounts Covered.

### ACCIDENTAL DAMAGE AND/OR THEFT OF SPORTS EQUIPMENT

#### **1. WHAT WE COVER**

We cover, **up to the amounts outlined in the Table of Amounts Covered,** goods (equipment, accessories and special clothing) exclusively intended for use in sports which belong to you, when they are outside of your Home and your Second Home, against: • theft.

• partial or complete destruction.

This indemnity is not cumulative with the main cover set out in the Table of Amounts Covered.

#### 2. LIMITATIONS ON REIMBURSEMENTS AS REGARDS CERTAIN OBJECTS

If you use your own car, the risk of theft is covered provided that luggage and personal effects are put in the boot of the car and the latter is locked and the luggage and personal effects are out of sight. Solely theft by means of break-in is covered.

If the vehicle is parked in public areas, the cover is only valid between 7am and 10pm.

#### **3. EXCLUSIONS**

In addition to the exclusions set out in the chapter "GENERAL" and for the "LUGGAGE AND PERSONAL EFFECTS" cover below, we may not intervene in the circumstances envisaged hereto:

- damages or losses caused to insured equipment during repairs thereof, maintenance thereof and refurbishment thereof,
- damage or losses arising from inherent defects in insured equipment or from normal wear and tear thereof,
- damage resulting from scratches, scuff marks, rips or stains.

#### 4. WHAT AMOUNT DO WE COVER?

The sum set out in the **Table of Amounts Covered** constitutes the maximum reimbursement in respect of all Insured Incidents which occur during the cover period. The Excess detailed in the **Table of Amounts Covered** shall be deducted as regards each Insured Incident.

#### 5. HOW IS YOUR COMPENSATION CALCULATED?

You shall be compensated based on the replacement price paid for equivalent objects, which shall be given to you, once deductions for Wear and Tear and Dilapidation have been made.

#### 6. WHAT DOCUMENTS MUST BE PROVIDED IN THE EVENT OF A CLAIM?

## Your claim as regards an Insured Incident shall have to be accompanied by the following items:

- a receipt for a complaint filed or a theft reported to an authority (all forms of police, transport companies, ships' stewards, etc.) when the claim is for items stolen or mislaid,
- the Property Irregularity Reports made to the transport company (the sea, air, rail or road transport company) when your luggage or objects go missing during a period in which it or they were in the legal care of the transport company.

In the event that these documents are not provided we shall be entitled to claim compensation from you equal to the damage or loss which shall have resulted from said non-provision in our regard.

The sums insured cannot be deemed to be proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of said goods.

You are obliged to provide evidence, by any and all means in your power and by any and all documents in your possession, of the existence and of the value of said goods at the time of the Insured Incident, and likewise the extent of the damage or losses.

If you knowingly use inexact documents as evidence or use fraudulent means or make inexact or reticent declarations, you shall forfeit all rights to indemnity.

#### 7. WHAT HAPPENS IF YOU GET BACK ALL OR SOME OF THE ITEMS WHICH WERE STOLEN AND COVERED BY LUGGAGE COVER?

## You have to advise us immediately of this, by registered letter, as soon as you are informed of the new situation:

- we have not yet paid compensation to you, you should regain possession of the objects, and then we shall only be obliged to pay for any damage or missing items,
- we have already compensated you, you can opt within a time frame of 15 days:
   either for relinquishment,
- or to recover the objects in return for restitution of the compensation which you received following deductions for damage and/or missing items.

## **SNOW GUARANTEE**

#### **1. BREAKAGE OR THEFT OF SKIS**

In the event of the accidental breakage or your personal skis or skis rented from Club Med, when in one of the private, locked rooms or secured Club Med common rooms, with the exclusion of all other cases, we will refund you the cost of renting an equivalent replacement pair of skis from a professional renter, until the end of the Club Med stay.

Cover will be granted provided the Insured can prove that the Insured Incident effectively took place by presenting the renter with the damaged material or the report of theft made to the competent authorities.

#### 2. REFUND OF THE SKI LIFT PACKAGE IN THE EVENT OF LOSS OR THEFT

In the event of the theft or loss of your ski lift package, we will reimburse you, on a pro rata temporis basis, the unused package as long as you buy a new package, subject to the following evidence:

- · report of loss or theft made to an authority,
- evidence of the purchase of a new, named package.

Indemnity paid will be equal to the price for purchasing a new package less an Excess charge of one day. Any started day will not be indemnifiable.

#### 3. RESCUE ON AND OFF MARKED TRAILS/SLOPES/PISTES

If you have an Accident when skiing on marked slopes, we pay for the costs of rescue from the place of the Accident to the nearest healthcare centre, with no limit to amount. In no circumstances are we responsible for arranging rescue services.

We do, however, bear the cost of sea and mountain search and rescue operations, including those arising out of off-piste skiing) for **up to the amount set out in the Table of Amounts Covered.** 

Only costs which are invoiced by a company validly approved to carry out these activities can be reimbursed.

#### 4. COMPENSATION IN THE EVENT OF LACK OF OR EXCESS OF SNOW

You are assigned this cover in the form of a voucher to be used at Club Med worth CHF 550, valid for one year from the date of your return, in the event of lack of or too much snow, when it occurs:

- in a skiing area of an altitude of more than 1,000 metres,
- for all departures during a winter period whose official dates have been determined by the resort,
- resulting in the closure of more than 50 % of the ski lifts normally in service on the site
  of your holiday, for at least 2 consecutive days.

These conditions must all be met.

### **COMPENSATION TRAVEL**

Following your medical repatriation organised by EUROP ASSISTANCE, you benefit from new travel worth the same as the initial package in the form of Club Med vouchers, **up to the limits set out in the Table of Amounts Covered.** 

This amount will only be paid to the person repatriated, his/her spouse or accompanying persons, to the exclusion of anyone else.

This cover is not cumulative with the indemnity for "HOLIDAY INTERRUPTION COSTS" below.

## **HOLIDAY INTERRUPTION COSTS**

In the same way, if a close relative (your spouse, a forebear or descendant of yourself or your spouse) is hospitalised or deceased or if any of your brothers or sisters should die, and this causes you to interrupt your stay and we repatriate you, we will refund you, on a pro rata temporis basis, for the costs of the stay already paid and not used (except for transport), starting from the day of your repatriation.

This cover is extended to include serious damages caused to professional or private premises of the Insured following fire, explosion, flooding or burglary, requiring the presence of the Insured in situ.

This cover is not cumulative with the cover for "COMPENSATION TRAVEL" above.

## **SEARCH AND RESCUE EXPENSES**

We refund, **up to the maximum sum outlined in the Table of Amounts Covered,** the costs for search and rescue undertaken in the sea or mountain, outside any covered event. Only costs which are invoiced by a company validly approved to carry out these activities can be reimbursed.

## **PERSONAL TRAVEL ACCIDENT INSURANCE**

#### **1. WHAT WE COVER**

We guarantee payment of the compensation amounts set out in the Table of Amounts Covered in the event of a bodily accident which the Insured may have suffered during the period of the travel.

#### 2. WHAT AMOUNT DO WE COVER?

#### As regards adult Insureds:

We provide **cover as regards the sums set out in the Table of Amounts Covered** in the following cases:

- **Death:** the capital can be paid to the beneficiaries named by the Insured or, for lack thereof, to his assignees.
- Disability: payment of capital according to the scale in force. In the event of disability, the Insured shall receive a capital sum which shall be calculated by applying the sum indicated in the Table of Amounts Covered to the disability level of the Insured, using the scale set out herein below.

For persons aged over 70 years old, cover is limited to the duration of air transport.

#### As regards Insureds who are minors:

We intervene in the following cases:

- Death of a child: we will indemnify the funeral costs incurred up to the amount specified in the Table of Amounts Covered.
- Disability of a child: in the event of total permanent disability of the insured child, we will pay a capital sum which shall be calculated by applying the sum indicated in the Table of Amounts Covered to the disability level of the insured child, using the scale set out herein below.

#### **3. DETERMINATION OF THE DISABILITY LEVEL**

The disability levels are established according to the following rules:

#### Complete loss

and the second	
<ul> <li>of a phalanx of a thumb or at least 2 phalanxes</li> </ul>	
of a finger	5 %
of a thumb	20 %
of a hand	40 %
<ul> <li>of an arm from the elbow or above</li> </ul>	50 %
of a big toe	5 %
of a foot	30 %
<ul> <li>of a leg at the level of the knee</li> </ul>	40 %
of a leg above the knee	50 %
of an ear auricle	10 %
of the nose	30 %
of a kidney	20 %
of the spleen	10 %
<ul> <li>of the genital organs or reproductive capacity</li> </ul>	40 %
of the sense of smell or taste	15 %
of hearing on one side	15 %
of sight in one eye	30 %
• Scalp	30 %
Very serious disfigurement	50 %
Total deafness	85 %

#### 4. THE DEFINITION OF LOSS

Loss is defined as the complete amputation of or complete paralysis of the member in question, or ankylosis affecting all joints. If the consequences of an Accident should worsen following illness, disease or any pre-existing state, we will only indemnify the consequences of the Accident on a healthy organism.

#### **5. EXCLUSIONS**

In addition to the exclusions set out in the chapter "GENERAL", we may not intervene in the circumstances envisaged hereto:

- accidents caused by blindness, paralysis, mental illnesses, and also all sicknesses/diseases or infirmities which existed at the time the policy was taken out,
- accidents arising out of participation in sports such as: rock climbing, mountaineering, tobogganing competitions, scuba diving with or without mobile kit, parachuting and any and all aerial sports, including flying kites and all similar devices, potholing, as well as accidents caused by participation in sports competitions or sports training sessions,

- accidents caused by the use of motorised bikes with engine sizes in excess of 125 cm<sup>3</sup>, as the driver thereof or as a passenger,
- accidents caused by a transport company which has not been authorised to provide public travel services to individuals.

#### 6. HOW IS COMPENSATION CALCULATED?

We determine the level of disability corresponding to infirmities not included above by comparing their severity to those of the cases envisaged, without the victim's professional activity having any consequence.

The sum of compensation can only be set following consolidation, in other words after the date from which the consequences of an Accident have stabilised.

The definitive percentage following an Accident which affects a member or an organ which has already been damaged shall be equal to the difference between the percentage determined using the table and the terms of application thereof and the percentage prior to the Accident.

If it is medically established that the Insured is left-handed, the disability percentage set out for the upper right-hand-side member applies to the upper left-hand-side member and vice-versa.

If the Accident gives rise to several lesions, the disability percentage used to calculate the sum that we shall pay shall be calculated by applying, to the percentage detailed in the scale above, the method employed to determine disability percentage in the event of an occupational accident.

Application of the scale is carried out subject to the assumption, under all circumstances, that the consequences of the Accident were not exacerbated by the action of a previous sickness/disease or infirmity and that the victim obtained suitable medical treatment. If it were otherwise, the percentage would be determined in consideration of the consequences which the Accident would have had on a person in a normal physical condition who had obtained rational treatment.

#### 7. WHAT MUST YOU DO WHEN THERE IS AN INSURED INCIDENT?

## Your claim as regards an Insured Incident shall have to be accompanied by the following items:

a medical certificate,

 any statements from witnesses which establish that the Accident actually happened or the scale thereof.

During the period for which the Insured is being treated, he or she must allow our Medical Officer free access to his or her medical file, in order that said doctor may assess the consequences of the Accident.

In the event of a disagreement regarding the causes or the consequences of the Accident, we shall submit the dispute to two experts chosen by the parties, one chosen by the Insured or by the parties claiming under him or her, and the other by us, subject to our respective rights.

Should the experts not agree, a 3<sup>rd</sup> expert shall be appointed, either by joint agreement, or by the Presiding Judge of the High Court (*Tribunal de Grande Instance*) with jurisdiction for the place in which you live.

## SUPPLEMENTARY REIMBURSEMENT OF MEDICAL EXPENSES ABROAD

#### WHAT WE COVER

Supplementary reimbursement of medical expenses Abroad (outside your Home) **up to the maximum specified in the Table of Amounts Covered** and supplementing the amount indicated in the section on "SUPPLEMENTARY REIMBURSEMENT OF MEDICAL EXPENSES ABROAD" of cover acquired systematically from EUROP ASSISTANCE in the general conditions of sale of the CLUB MED catalogue (Trident).

As regards details of this cover, reference is made to the description given in the CLUB MED general conditions of sale.

Nature of the medical expenses for which the right to supplementary reimbursement applies:

medical fees,

· the cost of medicines prescribed by a doctor,

- the cost of an ambulance ordered by a doctor for a local trip,
- hospitalisation expenses when you are deemed unfit for transportation, upon a decision the EUROP ASSISTANCE doctors, taken following the communication of information by a local doctor. Additional reimbursements of such hospitalisation costs shall cease on the date on which EUROP ASSISTANCE is in a position to have you moved, even should you decide to stay at the destination,
- dental emergency.

#### Amount and methods of acceptance:

We shall reimburse you the sum of medical expenses incurred Abroad which is not reimbursed by the French Social Security government agency, your top-up health insurance body and/or not by any other provident body, up to the sums set out in the Table of Amounts Covered. An Excess amount, the sum of which is detailed in the Table of Amounts Covered is applied in all cases, per Insured.

You (or the persons entitled under you) undertake to this end to carry out, upon return to your Home Country or at the destination, any and all procedures that are required to have said expenses paid by the bodies in question, and likewise to send the following documents to us:

- the original calculations of social insurance and/or provident bodies which underpin the reimbursements obtained by you;
- photocopies of treatment bills which support the expenditure incurred.

Failing which, we shall not be able to carry out the reimbursement.

## **ASSISTANCE COVER**

## ASSISTANCE TO PERSONS IN THE EVENT OF DISEASE, INJURY OR DEATH

#### **1. WHAT WE COVER**

#### **RETURN OF ACCOMPANYING PERSONS**

For this cover, EUROP ASSISTANCE intervenes in addition to the following Trident cover: "TRANSPORT" and "FAMILY RETURN".

If we accept responsibility for your repatriation under the Trident "TRANSPORT" cover, following the advice of our medical staff, we shall organise the transport of your Family Members or of up to 2 insureds travelling with you, so as to escort you on your return if possible.

This person may travel:

- either with you,
- or separately.

We will accept responsibility for the transport of these assured persons by 1st class railway or by air in economy class and, where the need arises, taxi fares from the holiday location to the station or airport of departure and, at the other end, from the station or airport of arrival to your Home.

#### EARLY RETURN IF A FAMILY MEMBER IS HOSPITALISED

During your travel, you learn of the serious, unexpected hospitalisation of a Family Member. For you to go to the bedside of the person hospitalised in your Home Country, we will organise and pay for your return travel back to your Home Country and that of 2 insureds traveling with you, by 1<sup>st</sup> class rail or economy class flight.

If you do not provide us with documentary evidence (hospitalisation documentation, proof of family relationship) within 30 days, we reserve the right to invoice you for all the amounts paid under this coverage.

#### EARLY RETURN FOLLOWING DEATH OF A FAMILY MEMBER

During your travel, you learn of the death of a Family Member.

For you to attend the funeral in your Home Country, we will organise and pay for your return travel back to your Home Country and that of 2 insureds travelling with you, by 1<sup>st</sup> class rail or economy class flight. If you do not provide us with documentary evidence

(death certificate, proof of family relationship) within 30 days, we reserve the right to invoice you for all the amounts paid under this coverage.

## EARLY RETURN IN THE EVENT OF AN INSURANCE LOSS AT HOME

You learn, following a flood, fire or break-in at your Home, which took place during your stay, that your presence in situ is essential in order to perform the relevant administrative tasks: we will organise and pay for your return travel by 1<sup>st</sup> class train or economy class air travel, to your Home.

If you do not provide us with documentary evidence (report of insured incident to the insurer, expert's report, minute of complaint etc.) within 30 days, we reserve the right to invoice you for all the amounts paid under this coverage.

#### 2. EXCLUSIONS

In no circumstances can we substitute for the local emergency services.

In addition to the exclusions described in the section on "EXCLUSIONS COMMON TO ALL RISKS" of the "GENERAL" chapter, the following are also excluded:

- pre-existing illnesses or injuries which have been diagnosed and/or treated, resulting in either hospitalisation (including day hospital) in the 6 months preceding the claim, whether the claim arises from a manifestation or an aggravation of that condition,
- any expenses incurred without our agreement, or not expressly provided for by these General Conditions of the policy,
- any expenses not evidenced by original documents,
- expected hospitalisations,
- travel undertaken for the purpose of obtaining a diagnosis or medical treatment or cosmetic surgery and their consequences,
- arranging and paying for transport as provided in the "TRANSPORT" paragraph for benign conditions which could be treated locally and which do not prevent you from continuing your travel or stay,
- claims for assistance connected with medically assisted conception or pregnancy or voluntary interruption of pregnancy,
- incidents connected with a state of pregnancy of which the risk was known before departure, and their consequences (including delivery) and in all cases, incidents due to a state of pregnancy from the 36<sup>th</sup> week onwards, and their consequences (including delivery),
- claims relating to conception or pregnancy on behalf of another, and their consequences,
- medical equipment and prostheses (dental, hearing aids or medical),
- thermal treatments and related costs,
- medical expenses incurred in France,
- vaccines and the costs of vaccination,
- optical expenses (such as spectacles and contact lenses),
- follow-up medical visits and any costs arising from them,
- cosmetic interventions,
- expenses for staying in a rest home,
- expenses for re-education, kinesitherapy, chiropracty,
- the costs of any medical or paramedical services and the purchase of products of which the therapeutic quality is not recognised by French law,

- costs connected with excess baggage charges in connection with air travel and the cost of carriage of baggage which cannot be carried with you,
- restaurant bills,
- customs costs,
- NBC (nuclear, biological, chemical) risks.

The following cannot result in intervention:

- situations at risk of infection in an epidemic resulting in quarantine or preventive measures or specific surveillance by the local and/or national health authorities of the Home Country,
- pathological conditions resulting from a contagious infectious disease or exposure to infective biological agents, exposure to combat gas type, incapacitating, neurotoxic or residual toxic effect chemical substances or contamination by radionuclides following an accidental or deliberate act (terrorism).

## Holiday insurance with maximum protection

Amount of package per person	Price <sup>(1)</sup> per person CLUB MED ÉCRAN TOTAL
< CHF 800	CHF 38
CHF 801 to CHF 1,200	CHF 58
CHF 1,201 to CHF 2,200	<b>CHF 7</b> 8
CHF 2,201 to CHF 3,200	CHF 129
CHF 3,201 to CHF 4,200	CHF 154
CHF 4,201 to CHF 5,200	CHF 185
CHF 5,201 to CHF 6,200	CHF 215
CHF 6,201 to CHF 7,200	CHF 245
> CHF 7,200	CHF 276

### - 20 % on the price of insurance if you are 3<sup>(2)</sup> stipulating

- (1) Prices including tax in force as at 01/06/2016.
- (2) Reduction granted for the packages concerned on a single booking file for a departure from the same town/city on the same dates and to the same destination.

## Club Med 🌵

## **G**REAT **M**EMBERS

Additional 10 % reduction if you hold a Great Member Gold Card.



GENERALI Assurances Générales SA Avenue Perdtemps 23 Case Postale 3000, 1260 NYON 1 (SWITZERLAND)

EUROP ASSISTANCE SUISSE Avenue Perdtemps 23 CP 3200 CH-1260 NYON – SWITZERLAND EA4732 - CT Spécifique CLUB MED Écran Total (Switzerland) - 11/2017 - 🔪 IMPRIM'VERT® Graphilux

## HOW TO USE OUR SERVICES

In the event of CANCELLATION before departure, you should:

- immediately cancel with your travel agency,
- notify EUROP ASSISTANCE SUISSE in writing, at the latest within 5 days.

## In the event of THEFT or LOSS OF LUGGAGE AND PERSONAL EFFECTS, ensure you have:

- either a note of the filing of the complaint with the local police authorities,
- or a complaint certificate with a transport company.

Address these documents to EUROP ASSISTANCE SUISSE within 2 working days of your return.

In all cases, you must make a report using the form overleaf.



EUROP ASSISTANCE SUISSE Avenue Perdtemps 23 CP 3200 CH-1260 NYON – SWITZERLAND



## CLAIMS REPORT Écran Total

## Policy no.: 051 365 197 6

## Details of the Insured and designation of travel

Surname	First name
Street no. Street	et name
Postcode	Town/City
Date of Insured	Incident LL Price of travel CHF
Destination _	
Bank details:	
Are you the be	neficiary of additional travel insurance?
If so, which?	Policy no.:
Descap for	declaration

#### Reason for declaration

INSURANCE COVER	Circumst	ances		
□ Travel cancellation	Illness	□ Accident	🗖 Death	□ Other
□ Missed plane				
Delayed plane				
Luggage and personal effects	Loss	□ Theft	🗆 Damage	Other
Accidental damage and/or theft of sports equipment	🗆 Damage	2	□ Theft	
Compensation travel				
Holiday interruption costs				
Search and rescue expenses				
Personal travel accident insurance				
Medical expenses	Illness	□ Accident	Other	
SNOW GUARANTEE	Circumst	ances		
SNOW GUARANTEE Breakage or theft of skis	Circumst		□ Hired at	Club Med
			□ Hired at □ Loss	Club Med
Breakage or theft of skis	<ul> <li>Persona</li> <li>Theft</li> </ul>	l		Club Med
<ul> <li>Breakage or theft of skis</li> <li>Refund of ski lift packages</li> </ul>	□ Persona □ Theft slopes/piste	ls		Club Med
<ul> <li>Breakage or theft of skis</li> <li>Refund of ski lift packages</li> <li>Rescue on and off marked trails/</li> <li>Compensation in the event of lac</li> <li>Déclaration à adresser à : EUROP AS Avenue Perdtemps 23 - CP</li> </ul>	Persona Theft slopes/piste k of or too n SISTANCE SI 3200 - CH-	I s nuch snow JISSE - Club M	Loss	otal Policy
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Drawn up in:

Signature of the Insured: