

**TERMS AND GENERAL CONDITIONS  
CONTRACT « IMPATRIES » 10/3818**

**TO JOIN OUR AID DEPARTMENT (7 days a week – 24 hours a day)**

8-14 avenue des Frères Lumière  
94366 BRY SUR MARNE CEDEX  
7 days a week – 24 hours a day

- by phone from France: 01.48.82.62.72
- by phone from abroad : 00 33 (1) 48.82.62.72
- by fax : 01.45.16.63.92
- by e-mail : [assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)

**Before calling, please gather the following information, this will allow us to intervene in the best conditions:**

- The kind of contract you have subscribed,
- Your name and first name,
- Your address,
- The place you are calling from (country and city),
- The correct address of your holidays place (street and number, maybe the hotel...),
- The phone number to join you,
- The kind of problem you are encountering.

**During your first call (before any consultation or expense, you will receive a file number. You have to communicate it consistently to our aid department each time you contract us.**

**ARTICLE 1 - DEFINITIONS AND APPLICATION SCOPE**

In the context of this policy, the following meanings shall apply:

**1.1. Us**

MUTUAIDE ASSISTANCE 8-14 avenue des Frères Lumière 94366 BRY SUR MARNE CEDEX A limited Company (SA) having a capital of 9.590.040 € Governed by the French Code of Insurance – RCS 383 974 086 Créteil (French Trade and Co. Register Number) TVA FR 31397408600019.

**1.2. Assistance to persons**

It gathers all the offerings carried out in the case of the sickness, injury or death of the insured people, during an insured journey.

### **1.3. Insured person**

The person who is duly designated in the application form and living abroad. These terms shall be replaced by “you”.

### **1.4. Home**

Shall be deemed as home your place of main and regular residence located in your country of origin, outside France.

### **1.5. Geographical area of the policy**

The assistance benefits apply worldwide, except in your country of residence

### **1.6. Events covered**

Sickness, injury or death during an insured trip

### **1.7. The close relation of the beneficiary**

The person you designate or one of your legal claimants, living in the same country as yours.

### **1.8. Family members**

It implies the spouse or common law partner, your child and your parents, who live in the same country as yours (unless it is specified differently)

### **1.9. Excess**

The amount in charge of the beneficiary in the case of an indemnity that occurred after a disaster. It can also be expressed as a length or a rate.

### **1.10. We organize**

We are in charge of the formalities giving access to our offerings

### **1.11. We assume**

We accept the financial responsibility

### **1.12. Nullity**

Any false declaration, fraud, false witness or falsification likely to implement the guarantees of the policy brings the nullity of our commitments and the loss of the rights allowed by the policy.

### **1.14. Implementation of the offerings**

The offerings guaranteed by the policy can't be activated without the agreement of MUTUAIDE ASSISTANCE. Therefore, no expense will be refunded if it is spent by the beneficiary without consultation.

## **ARTICLE 2 - GUARANTEES OF ASSISTANCE TO PERSONS**

If you are sick, injured or if you die during an insured journey, we intervene according to the following conditions:

## MEDICAL REPATRIATION

If you are sick or injured during an insured journey, we organize and are in charge of your repatriation to your home or in a hospital next to your home. And according to our medical advisor's instructions, we organize and assume the transport of an accompanying person by your side.

Only the medical requirements can be considered so as to appoint the date of the repatriation, to choose the way of transporting, or the place of hospitalization.

The decision of repatriate is taken by our medical advisor, after having consulted the general practitioner of the family.

The refusal of our medical solutions causes the cancellation of our guarantees of assistance to persons.

Return of an accompanying person and children under 18

If you are repatriated because of disease or injury, or if you die during an insured trip, we organize and assume the transport to home for the children under 18 and people who were accompanying you, if the can't go back home by their own means.

## VISIT OF A CLOSE RELATION

If our medical staff decides to hospitalize you on the premises, before your repatriation, we organize and meet the costs of the transportation (outward and return) of one member of your family, and also his/her accommodation expenses (bedroom and breakfast) so as for him or her to remain by your side.

We accept the financial responsibility for his/her accommodation up to a limit of 60 € (all taxes included), a day and per event, during 7 days at the very most. The catering expenses and other fees remain assigned to the beneficiary.

## EXTENSION OF THE BENEFICIARY'S TRIP

You are sent to hospital during an insured trip and our doctors consider that this hospitalization is necessary after the initial scheduled date of return.

We meet the costs of accommodation (bedroom and breakfast) for an accompanying person who remains by your side, up to a limit of 60 € (all taxes included) a day, during 10 days at the very most.

The catering expenses and other fees remain assigned to the beneficiary.

**This guarantee cannot be hold concurrently with the guarantee “visit of a close relation”.**

## TRANSPORT OF THE BODY

If you die during an insured journey, we arrange the transport of your body to the location where the funeral will be held, in your country of residence.

In this case, we assume:

- The expenses of the body's transport
- The fees linked to the preservation care, which are imposed by the applicable legislation.
- The costs directly required by the body's transport (handling, specified settlements of the transport, conditioning).

**All other fees are assigned to the beneficiary's family.**

## EARLY RETURN

You have to put an end to your journey because of:

- The death of a member of your family
- The hospitalization of your spouse, common-law husband or wife, or any first degree ascendant and descendant member of your family, owing to a serious disease or physical accident involving his/her vital prognostic on a short term (after having consulted our medical staff)

So we organize and meet the costs of your return to home.

**Only one person can get this guarantee, and therefore obtain a transport ticket to return to home, and possibly to get back to the place of the stay.**

## ASSISTANCE FOR PROTECTION

**During an insured journey, if charges are brought against you (for judicial proceedings, imprisonment for not having respected or for having broken the local laws and rules):**

- We shall advance the bond required by the local authority, up to a limit of 15.000 € (all taxes included) so as to be released on bail.  
The refund of the advance has to be done within one month after receipt of our invoice. Or as soon as this deposit shall have been returned to you by the authorities, you are committed to refunding the advance to us.
- Furthermore, we shall compensate the fees for the lawyer you were obliged to hire on the spot for purpose, for an amount not exceeding 3.000 €, provided that the charges brought against you are not the subject of sanctions and penal law, according to the legislation of the country.

**This guarantee cannot be applied for acts linked to your work or to the holding of a motorized and terrestrial vehicle.**

## MEDICAL EXPENSES

When the medical expenses are carried out with our prior consultation, you are able to get your money back, but only the part not assumed by a possible insurance organism which you are affiliated to.

We only intervene after the refund spent by the aforementioned insurance organism, after deduction of the excess of **30 €** subject to the transmission of all the original justifications, linked to the refund and come from your insurance organism to our medical department.

The reimbursement covers the expenses clearly defined below, provided that they concern care you received outside your country of residence, and to treat a disease or an injury caused by an accident, which occurred outside your country of residence. In this case, we refund the amount of the expenses spent up to a limit of **30.000 €** (all taxes included) per beneficiary, per event and a year.

In the event that the insurance organism which you are affiliated to does not assume your medical expenses, we refund your medical expenses up to the limit of the amount before mentioned, subject to the transmission of your original prescriptions and bills justifying your expenses, and your certificate of non-payment given by your insurance organism to our department.

This guarantee ends as from the day when MUTUAIDE ASSISTANCE is capable of repatriate you.

Kind of expenses refunded (subject to a prior agreement):

- The medical fees
- The expenses for medicine, which are prescribed by a doctor or a surgeon.
- The expenses for the ambulance transporting you to the nearest hospital, as prescribed by a doctor (but only in the event that your insurance organism does not meet the costs)
- The hospitalization's expenses provided that the beneficiary is considered unwieldy, after our doctor's decision, which is taken after having gathered the information of the local doctor.

**The expenses for hospitalization spent as from the day when MUTUAIDE ASSISTANCE is capable of repatriate you are not assumed.**

- The urgently dental expenses, **up to a limit of 150 €** (all taxes included) per event and without any excess.

**EXTENSION OF THE GUARANTEE: “MEDICAL EXPENSES” advance of hospitalization's expenses (outside the country of residence)**

Within the limits of the amounts assumed as it is mentioned above, we can carry out the advance of the hospitalization's expenses you have to pay outside your country of residence, according to the following and cumulative conditions:

- The doctors of MUTUAIDE ASSISTANCE have to judge your repatriation to your country of residence as impossible
- The care must have been prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE
- You or any person allowed by you have/has to make an official commitment to MUTUAIDE ASSISTANCE, signing a specific document :
- To take the steps necessary to meet the costs of the expenses to the insurance organism, within 15 days as from the date of sending of the required elements by MUTUAIDE ASSISTANCE
- To reimburse to MUTUAIDE ASSISTANCE the amounts you have received from the insurance organism, within 7 days as from the date of the receipt of these amounts.

Up to the limit of the amount assumed by MUTUAIDE ASSISTANCE for the guarantee “medical expenses” we only meet the costs for the expenses not assumed by the insurance organism. So as to get reimbursed, you have to transmit to MUTUAIDE ASSISTANCE the certificate of the payment's refusal, issued by the insurance organism, within 7 days after its issue.

So as to protect our rights, we reserve the right to require to you or to your assigns either a print of your credit card, or a returnable deposit chèque, or an acknowledgement of debt, limited to the amount of the advance.

**In the absence of having taken the steps necessary to the insurance organism on time, or if you have not transmitted the certificate of non-payment issued by the insurance organism to MUTUAIDE ASSISTANCE on time, you will be unable to enjoy the “medical expenses” guarantee and you will be forced to refund all the hospitalization's expenses advanced by MUTUAIDE ASSISTANCE, which will launch a process of collection if need be. You will be obliged to assume the costs too.**

## USUEL INFORMATION

The given information are of a documentary nature, endorsed by the article 66.1 of the modified law dated from the 31 december 1971. They do not constitute any legal nor medical consultation. MUTUAIDE ASSISTANCE searches useful information intended to inform the beneficiary, in particular for :

### “travel information” :

- The medical care to carry out before undertaking a journey (vaccine, medicine...)
- The administrative formalities you have to fulfill before or during a trip (passport, visa...)
- The living conditions in the destination country (temperature, currency, climate, customs, food...).

### “health information” :

- The phone numbers in an emergency situation
- Vaccine, hygiene, prevention, dietetics
- Specific associations
- Spa treatment or thalassotherapy
- Hospital, care or convalescence complex
- Specific establishments
- The care to carry out according to the destination country.

## ARTICLE 3 - EXCLUSIONS OF THE ASSISTANCE TO PERSONS

We do not intervene in the case of :

- ◆ Trip so as to obtain a diagnosis and/or a treatment
- ◆ Medical and hospitalization expenses in the country of residence
- ◆ Drunkenness, suicide or suicide attempt and their consequences
- ◆ Deliberate mutilation of the beneficiary
- ◆ Disease or mild damage which can be treated on the premises and/or does not prevent the beneficiary from continuing his/her journey
- ◆ Pregnancy, unless there is an unpredictable complication and in every instance, the pregnancy over the 36<sup>th</sup> week, the voluntary termination of pregnancy and the delivery's after-effect
- ◆ Convalescences and diseases under treatment, not already consolidated and including a risk of sudden worsening
- ◆ Diseases previously constituted and which were subjected to an hospitalization 6 months before the date of departure
- ◆ Events linked to a medical treatment or to a surgical operation which are not unforeseen, accidental or fortuitous
- ◆ Prosthesis expenses : optical, dental, acoustic, functional...
- ◆ Consequences of infectious risks situations, in an epidemic context, which are subjected to quarantine, preventive measures or specific supervisions from the sanitary authorities ( international and local) of the country you are staying, and/or from those of you country of residence.

## ARTICLE 4 - COMMON EXCLUSIONS

We do not intervene in the case of :

- ◆ Requests not asked during the journey or not organized by MUTUAIDE ASSISTANCE or without our agreement. These requests do not allow you to get reimbursed after
- ◆ Events which occurred in the country of residence
- ◆ Food allowances and hotel expenses, except those mentioned in the previous guarantees
- ◆ Damages deliberately caused by the beneficiary and those resulting from his/her participation to a crime, an offense, a brawl, except in the case of self-defense
- ◆ Amount for convictions and their consequences
- ◆ Utilization of drugs or narcotics not medically prescribed
- ◆ Drunkenness
- ◆ Participation as competitor to a competitive sport or a rally which allows you to be in national or international ranking, organized by a federation which issues a license, and also the trainings for the competition
- ◆ Practice of a sport, in a professional capacity
- ◆ Participation to competition, to endurance events or to speed events and to their preliminary trials, on a terrestrial, water or air vehicle
- ◆ Consequences of the failure to comply with the safety rules linked to the practice of each leisure sport
- ◆ Expenses spent after the guarantee had run out or after the end of the journey
- ◆ Accidents caused by mechanical sports (whatever vehicle used), air sports, mountaineering, bobsled, hunting (dangerous animals), ice hockey, skeleton, fighting sports, caving, snow sports, including a regional, national or international ranking
- ◆ Deliberate non-observance of the laws in the destination country or the practice of activities not allowed by the local authorities
- ◆ Official bans, for seizure or for pressure, from forces of law and order
- ◆ Utilization of war machines, explosives and fire arms
- ◆ Utilization of air equipment (for navigation)
- ◆ Damages caused by a intentional fault of the beneficiary (in accordance with the article L.113-1 of the French Code of Insurance)
- ◆ Epidemics, contaminations, acts of God and natural disasters.

The liability of MUTUAIDE ASSISTANCE cannot be staked for sinning to carry out its obligations, which are the result of case of force majeure, or events such as : war, civil war, riot, lock-out, strike, attack, act of terrorism, piracy, storm, hurricane, earthquake, cyclone, blast or any other cataclysm, disintegration of the atomic nucleus, machine's outburst, radioactive and nuclear effects, epidemics, effects of contamination, acts of God and any other fortuitous case and its consequences.

## ARTICLE 5 - RULES OF FUNCTIONING

Only the call of the beneficiary at the moment when the event occurs allows the realization of the assistance guarantees. As soon as the beneficiary calls, MUTUAIDE ASSISTANCE organizes and assumes the expenses guaranteed, after having checked the rights of the beneficiary. So as to take advantage of our guarantees, MUTUAIDE ASSISTANCE is allowed to ask the beneficiary to justify his/her right to the guarantees, and to produce documentary evidence proving his/her right (at his/her own expense).

The beneficiary has to allow our medical staff to access to each medical piece of information concerning the person we intervene for. We will deal with the information respecting the medical confidentiality. Under no circumstance, MUTUAIDE ASSISTANCE cannot take the place of any local organism of emergency help and only intervenes within the limit of the agreements given by the local authorities. Furthermore, MUTUAIDE ASSISTANCE cannot assume the expenses spent in this case, except for the transport in ambulance or cab to the nearest place where the appropriate care will be provided (only in the case of a benign disease or a flesh wound that does not need any repatriation nor medicalized transport).

All the interventions that MUTUAIDE ASSISTANCE is led to carry out are accomplished respecting integrally the national and international laws and rules. Therefore, they are linked to the getting of all the required authorizations by the relevant authorities.

When MUTUAIDE ASSISTANCE meets the costs of the beneficiary's transport, this one has to restore to MUTUAIDE ASSISTANCE the return ticket he did not use. MUTUAIDE ASSISTANCE determines the nature of the air ticket put at the beneficiary's disposal, according to the possibilities offered by the air carriers and to the trip's length.

## ARTICLE 6 - CONDITIONS OF REFUND

The beneficiary is able to get his/her money back only if MUTUAIDE ASSISTANCE receives his/her original and paid invoices, which correspond to expenses spent with our agreement.

The requests of reimbursement have to be sent to :

**MUTUAIDE ASSISTANCE  
SERVICE GESTION DES SINISTRES  
8-14 avenue des Frères Lumière  
94366 BRY SUR MARNE CEDEX**

The beneficiary has to respect the terms attached to the implementation of the guarantees.

The management of the guarantees is entrusted to MUTUAIDE ASSISTANCE a limited company (SA) having a capital of 9.590.040 € and governed by the French Code of Insurance – RCS 383 974 086 Créteil.