

**AFREEMENT NO. 0800991****Policy Schedule  
Futuroscope Destination**

SUMMARY OF COVER	Amounts and limits
<b>INSURANCE COVER</b>	
Travel and/or holiday cancellation	€7 600 maximum per beneficiary
Insurance Excess	€38,000 maximum per event No excess, unless otherwise stated
<b>LUGGAGE INSURANCE</b>	
Luggage Insurance	€150 maximum per beneficiary
Valuables	€750 maximum per event
Insurance Excess	€75 maximum per beneficiary €30 per case
Delayed luggage	€150 maximum per beneficiary €450 maximum per event
<b>HOLIDAY CURTAILMENT</b>	
Holiday curtailment	€1,524 per beneficiary €7,620 maximum per event

**General Terms****Article 1 Description**

This travel insurance policy, which is based on and is governed by the Policy Schedule, the General Terms and the information in the Registration Form, provides cover, up to the limits and subject to the conditions stated elsewhere, for the policyholder in relation to and during holidays lasting up to 90 consecutive days. The insured party is notified that he/she may or may not have a right of renunciation after the insurance contract has been entered into in accordance with the terms of article 8.07.

**Article 2 Definitions:****2.01 WE (OUR/US)**

INTER PARTNER Assistance  
6 rue André Gide

92320 CHATILLON, France

Operating under the AXA Assistance brand

**2.02 Beneficiary/Policyholder**

The individual, hereinafter referred to as "you", who is named on the Registration Form and who has paid the applicable insurance premium.

**2.03 Family Members**

You are hired for de facto spouse or civil partner, your ascendants or descendants or those of your spouse, your parents-in-law, siblings, brothers-in-law, sisters-in-law, children-in-law, uncles, aunts, nieces, nephews or those of your spouse.

They must have the same country of residence as you, unless stated otherwise in the policy.

**2.04 Representative**

An individual appointed by you or one of your assigns. This person must have the same country of residence as you.

**2.05 Domicile**

Your primary and usual place of residence. It may be anywhere in the world.

**2.06 Abroad**

Any country other than your country of residence. French overseas departments and territories are, by convention, classed as abroad if your domicile is in France, unless otherwise stated.

**2.07 Holiday**

A trip to Futuroscope Park on the dates and at the cost stated in the Registration Form.

**2.08 Territoriality**

Cover under this policy is available within mainland France.

**2.09 Accident**

Sudden deterioration in health caused by an external, sudden, unforeseeable, violent event beyond the control of the victim.

**2.10 Illness**

Sudden, unforeseeable deterioration in health confirmed by a competent medical authority.

**2.11 Serious bodily harm**

Unforeseeable injury or illness, the nature of which is likely to soon engender a significant deterioration in the victim's condition if appropriate care is not administered quickly.

**2.12 Medical team**

Structure tailored to each particular case and defined by our coordinating physician.

**2.13 Medical authority**

Any person with a valid qualification in medicine or surgery in the country where the qualifying event occurs.

**2.14 Hospitalisation**

An unplanned, medically-prescribed stay of at least 24 hours in a public or private healthcare establishment for the purposes of receiving medical or surgical treatment for serious bodily harm.

**2.15 Damaged home**

Home that sustains over 50% material damage during your holiday and which becomes uninhabitable.

**2.16 Excess**

The contribution you are required to pay towards your claim.

**2.17 Qualifying event**

The serious bodily harm, death or other event based on which we will intervene under the assistance and insurance policy.

**Article 3 Subscription**

You must sign this agreement no later than the day before the first day on which the penalties stated in the tour operator's tariffs apply, or when registering for your holiday.

**Article 4 Start date and duration of cover**

Only holidays of up to 90 consecutive days are covered.

**4.01 Insurance cover**

The cover starts on the departure date or start date of the trip, and ends automatically on the return date or end date as stated in the Registration Form. The "Holiday Cancellation" cover starts on the date this agreement is signed, and ends automatically upon departure.

The holiday departure date (00:00) and return date (24:00) are as stated in the Registration Form.

**Article 5 Description of cover****\*\*\*\* Holiday Cancellation cover \*\*\*\*****5.01 Holiday Cancellation****(1) Description and amount of cover**

We will reimburse any cancellation costs, up to the amount invoiced by Futuroscope (if the rental or holiday is partially or fully cancelled) in accordance with Futuroscope's standard cancellation charges.

**(2) Limits of cover**

We will only pay the cancellation costs owing on the date of the event that activated the cover, up to the maximum amount stated in the Policy Schedule less the insurance premiums and administrative fees (retained by the tour operator and not reimbursed under this agreement).

**(3) Excess**

You must pay an excess of 20% of the compensation, subject to a minimum of €30 per case, only in the following circumstances, subject to the terms and conditions of paragraph (4) Qualifying Events:

- if your employer changes or cancels your paid leave;
- If identity documents needed for your holiday are lost or stolen.

In all other cases, no excess shall be applied.

**(4) Qualifying Events**

Serious bodily harm or death:

- of you, your legal or de facto spouse or civil partner, one of your ascendants or descendants including any non-dependants, a sibling, brother-in-law, sister-in-law, child-in-law, parent-in-law, nephew, niece, uncle, aunt or member of a step family or your legal guardian, irrespective of their country of residence, and of any person usually living with you,
- of a disabled person living under your roof,
- of your professional replacement or the person caring for your minor children named in the Registration Form.

Major material damage to your home or your place of work or your farm which you own, rent or occupy for free, and which requires your physical presence at the premises in order to take the necessary protective measures;

Redundancy of you or your spouse, provided the redundancy process had not begun by the date you signed this agreement;

Your employer changes or cancels paid leave which had previously been approved. In this case an excess of 20% of the compensation shall apply, subject to a minimum of €30 per case. Cover does not apply to company directors and legal representatives;

You are hired for paid employment or a paid placement and required to start before you return from your holiday, excluding any extensions or renewals to your current contract or interim work;

You receive an unexpected summons from an administrative authority, for which you must have official documentary proof, for a date that falls during your holiday and which cannot be postponed, provided you were not aware of the summons on the date you signed this agreement;

You are called to resit a university examination or entrance examination on a date that falls during your holiday, provided you were not aware that you had failed the initial examination on the date you signed this agreement;

You are called to attend a meeting regarding the adoption of a child or the granting of a travel permit or an organ transplant on a date that falls during your holiday, provided that you were not aware of the meeting on the date you signed this agreement;

There is a theft at your home, workplace or farm which you own, rent or occupy for free, within 72 hours prior to your departure and which requires your physical presence at the premises in order to take the necessary protective measures;

Identity papers which are necessary for the holiday are lost or stolen within 72 hours prior to your departure, provided you embark immediately on the process to replace them. In this case an excess of 20% of the compensation shall apply, subject to a minimum of €30 per case;

Cancellation cover is granted to one or more beneficiaries of this agreement who are named on the same Registration Form as you, forcing you to travel alone or as a couple;

If you decide to travel alone, as a couple or as a trio and the person due to share the double, triple or quadruple room booked at the hotel for your trip is granted cancellation cover under this policy, we will reimburse any additional hotel charges incurred as a result of this cancellation, up to the limit of the amount you would be paid in the event of cancellation;

If you are unable to depart for your holiday but you are able to transfer your holiday to another person, we will pay the amount charged by the tour operator for changing the name of the traveller.

It is completely impossible to access Futuroscope using the means of transport initially planned as a result of any event other than meteorological.

Any damage to the vehicle that occurs either before the trip or during travel, making it impossible to continue the holiday.

**(5) Claims Procedure**

**You or one of your assigns must inform the travel operator of the cancellation immediately, as soon as the qualifying event preventing your departure has occurred.**

We will pay compensation based on the cancellation charges applicable on the first date the qualifying event occurred.

- In order to make a claim, you must first inform Futuroscope Destination then send all supporting documents (i) by recorded delivery post to the following address: FUTUROSCOPE DESTINATION - Service Relations Clientèle - CS 93030 - 86 133 JAUNAY CLAN Cedex, France; or (ii) by fax to +33 (0)5 4949 3037; (iii) or by email to [relationsclientele@futuroscope.fr](mailto:relationsclientele@futuroscope.fr); you must send your claim within 15 days so that it can be processed by Cabinet Chaubet-ASSURINCO, Gestion Assurance, 122 Bis, Quai de Tounis, BP 90932, 31009 Toulouse Cedex, ([sinistre@gestion-assurance.com](mailto:sinistre@gestion-assurance.com)).

Your letter of claim must contain the following information:

- your full name and address
- the agreement number
- the precise reason for the cancellation (illness, accident, work-related issue etc.)
- the name of your travel agent

If the reason for the cancellation is illness or accident, within 15 days of the event you or your assigns must also obtain an initial medical certificate stating the date and nature of your illness or accident and send it to our Medical Director, marked "confidential".

We will then send you or your assigns the necessary forms.

You must complete these forms and return them to us, together with a copy of the agreement and all documents required to prove the reason for the cancellation and calculate the value of your claim (registration form, original invoice for the cancellation charges, original travel tickets or vouchers).

**(6) Reimbursement**

The cancellation charges will be reimbursed directly either to you or your assigns, to the exclusion of any other person or entity. The administrative fees and the insurance premium will not be reimbursed.

**(7) Exclusions**

Article 6 lists the general exclusions applicable to all types of cover.

Cancellations caused by any of the following events or circumstances are also excluded from the policy:

- events that occur between the date on which the holiday is booked and the date of this agreement;
- accidents or illnesses which are first observed, are treated, relapse or require hospitalisation between the date on which the holiday is booked and the date of this agreement;
- cancellations by the tour operator or carrier, irrespective of the cause.
- Depression, mental illness, nervous disorders or psychological illness requiring hospitalisation less than or equal to 7 consecutive days.
- Elective abortions and any consequences and complications thereof.
- Cosmetic treatments, therapies and in vitro fertilisation.
- Cancellations caused by routine audits and inspections.
- Cancellations caused by the failure, irrespective of the reason, to present any essential travel documents, other than in the cases specifically eligible for cover.
- Delays in obtaining a visa.

**\*\*\*\* Late arrival \*\*\*\*****Late arrival****5.02****(1) Description of cover**

We will pay compensation for you and the members of your family who are also beneficiaries under this policy or any unrelated person accompanying you and named on the same Registration Form as you, if any of the reasons for cancellation described in section (4) Qualifying Events of the "Holiday Cancellation" clause causes only a delay in your arrival at the place of your holiday.

**(2) Amount of cover**

This cover is limited to the amount you would have been invoiced had you cancelled the holiday on the day you learned of the delay.

You will be compensated for any services you purchased but were unable to use as a result of your delayed arrival (accommodation expenses, passes) excluding the cost of any transport not booked through Futuroscope Destination as part of your holiday.

This compensation will be:

- calculated from the date of your initially intended arrival at the place of your holiday, until your actual arrival date.

**(3) Claims Procedure**

**You or one of your assigns must inform the travel operator of the cancellation immediately, as soon as the qualifying event delaying your departure has occurred.**

- In order to make a claim, you must first inform Futuroscope Destination then send all supporting documents (i) by recorded delivery post to the following address: FUTUROSCOPE DESTINATION - Service Relations Clientèle - CS 93030 - 86 133 JAUNAY CLAN Cedex, France; or (ii) by fax to +33 (0)5 4949 3037; (iii) or by email to [relationsclientele@futuroscope.fr](mailto:relationsclientele@futuroscope.fr); you must send your claim within 15 days so that it can be processed by Cabinet Chaubet-ASSURINCO, Gestion Assurance, 122 Bis, Quai de Tounis, BP 90932, 31009 Toulouse Cedex, ([sinistre@gestion-assurance.com](mailto:sinistre@gestion-assurance.com)).

- Your letter of claim must contain the following information:
  - your full name and address
  - the agreement number
  - the precise reason for the delayed arrival (illness, accident, work-related issue etc.)
  - the name of your travel agent

If the reason for the delayed arrival is illness or accident, within 15 days of the event you or your assigns must also obtain an initial medical certificate stating the date and nature of your illness or accident and send it to our Medical Director, marked "confidential".

We will then send you or your assigns the necessary forms. You must complete these forms and return them to us, together with a copy of the agreement and all documents required to prove the reason for the delayed arrival and calculate the value of your claim (registration form, holiday invoice).

**(4) Reimbursement**

The cost of any services which were purchased but not used will be reimbursed directly either to

you or your assigns, to the exclusion of any other person or entity.

**Exclusions**

Article 6 lists the general exclusions applicable to all types of cover.

The consequences of the following events or circumstances are also excluded from the policy:

- events that occur between the date on which the holiday is booked and the date of this agreement;
- accidents or illnesses which are first observed, are treated, relapse or require hospitalisation between the date on which the holiday is booked and the date of this agreement;
- delayed arrivals at the fault of the tour operator or carrier, irrespective of the cause.
- Depression, mental illness, nervous disorders or psychological illness requiring hospitalisation less than or equal to 7 consecutive days.
- Elective abortions and any consequences and complications thereof.
- Cosmetic treatments, therapies and in vitro fertilisation.
- Delayed arrivals caused by routine audits and inspections.
- Delayed arrivals caused by the failure, irrespective of the reason, to present any essential travel documents, other than in the cases specifically eligible under the "Holiday Cancellation" cover.
- Delays in obtaining a visa.

This cover may not be used in combination with the "Holiday Cancellation" cover.

**\*\*\*\* Luggage insurance \*\*\*\*****5.03 Lost, stolen or damaged luggage****(1) Description**

You will be compensated for any material damage resulting from

- the loss of your luggage by the carrier and/or during transfers organised by the tour operator;
- the theft of your luggage;
- complete or partial destruction of your luggage during the holiday.

**(2) Definitions**

Your travel bags, suitcases, trunks and their contents, excluding the clothing and effects you are wearing.

Valuables and precious objects, as defined below, are classed as luggage:

- Valuables
  - Cameras and photographic devices and any other equipment for recording or reproducing sound or images and all related accessories, computers and mobile telephones and their equipment, guns, golf clubs.
- Precious objects
  - Jewels, watches, furs, precious metals, precious and semi-precious stones and pearls when mounted in jewellery.

**(3) Amount of cover**

For each beneficiary and each holiday we will pay up to the amounts stated in the Policy Schedule. Valuables and precious objects are only covered up to 50% of the insured amount.

**(4) Excess**

Each beneficiary must pay the excess stated in the Policy Schedule for each case.

**(5) Qualifying Events**

Cover is available for:

- (5.A) The loss or destruction of luggage or valuables which have been correctly checked in or entrusted to the carrier or entrusted to the travel agent during organised transport and transfers.
- (5.B) The theft (with forced entry) of luggage or valuables from any locked and closed vehicle between 7 a.m. and 9 p.m. (local time).
- (5.C) In cases of theft, cover is available provided the luggage and valuables are either under your direct supervision, in your room or placed in a private locker.
- (5.D) Precious objects are only covered against theft and only when carried on your person or placed in a safe in your room or in the hotel's safe.

**(6) Claims Procedure**

In order to make a claim, you must first inform Futuroscope Destination then send all supporting documents (i) by recorded delivery post to the following address: FUTUROSCOPE DESTINATION - Service Relations Clientèle - CS 93030 - 86 133 JAUNAY CLAN Cedex, France; or (ii) by fax to +33 (0)5 4949 3037; (iii) or by email to [relationsclientele@futuroscope.fr](mailto:relationsclientele@futuroscope.fr); you must send your claim within 15 days so that it can be processed by

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- Gestion Assurance Futuroscope -  
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31009 TOULOUSE CEDEX  
([sinistre@gestion-assurance.com](mailto:sinistre@gestion-assurance.com))

Your letter of claim must contain the following information:

- your full name and address
- your client number
- the agreement number
- the date, causes and consequences of the event
- original supporting documents.

You must also provide:

- In cases of theft, receipt for an official complaint which must have been filed with the local competent authorities within 48 hours of learning of the theft;
- In cases of total or partial destruction, a statement produced by any competent authority or the party responsible for the damage, otherwise by a witness;
- If the carrier or tour operator may be held liable, confirmation of the reservations expressed to the carrier or tour operator, signed by them or their representative;

**Recovery of lost or stolen luggage**

If all or some of the lost or stolen items are recovered at any time whatsoever, you must inform us immediately.

If the items are recovered:

- Before you receive compensation, you must reclaim the items. We will only be obliged to compensate any damage actually sustained and any costs you may have

incurred (with our permission) to recover the items.

• After you receive compensation, you will have thirty days from the date of recovery to decide whether to reclaim or leave all or some of the recovered items. After this time, the items will become our property.

If you reclaim the items, the compensation will be revised based on the value of the goods on the date of recovery and you must return any overpayment that you may have received.

If you learn that a person is in possession of the lost or stolen goods, you must inform us within eight days.

#### (7) Compensation

Compensation will be paid only to you or your assigns.

The compensation is calculated:

- Based on the replacement value, less wear and tear, if the item is totally destroyed,
- Based on the cost of repairs, up to the replacement value, less wear and tear, if the item has only been partially damaged.

#### (8) Exclusions

Article 6 lists the general exclusions applicable to all types of cover.

The following exclusions also apply:

- Theft or damage to luggage which occurs at the beneficiary's home;
- Cash, bank notes, securities and financial instruments of any sort, travel tickets, documents, business documents, magnetic cards, credit cards, passports and other identity documents;
- Professional equipment;
- Perfumes, perishable goods, cigarettes, cigars, wine, alcohol and spirits and in general all foodstuffs;
- Prosthetics of any nature, apparatuses, spectacles and contact lenses, medical equipment unless damaged as a result of serious bodily harm;
- Theft without forced entry from any residential property which is not closed and covered and locked;
- Theft of all nature and any damage caused at campsites, hangars, private leisure boats, caravans and trailers;
- Car radios;
- Paintings, works of art, craft objects, antiques and musical instruments;
- CDs, video games and their accessories;
- All sporting equipment except guns and golf clubs;
- Goods entrusted to third parties or which are under the responsibility of third parties such as securities depositories; however, this does not apply to luggage handed to a carrier or entrusted to a tour operator or hotel;
- Luggage which is stolen or damaged whilst left unattended in a public place or in premises accessible by multiple occupants;
- Damage due to an inherent defect, abnormal or natural wear and tear or damage caused by rodents, insects or vermin;
- Damage caused by temperature or light, leaking fluids, fats, dyes, corrosives, flammable items or explosives contained in the insured luggage;
- Damage from scratches, scuffs, tears and stains;
- Damage to fragile objects such as glassware, windows, porcelain, earthenware, statues, ceramics, crystal, alabaster, wax, stoneware, marble and any similar objects, unless caused by theft or attempted theft;
- Any damage caused by your personnel in the conduct of their business;
- Seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority.

5.06

#### (1) Delayed luggage Description

We will compensate you if your luggage is not delivered to your destination airport or station or if it is returned to you more than 24 hours late, provided it was correctly checked-in and entrusted to the carrier to arrive at the same time as you.

#### (2) Amount of cover

You will be compensated for any essential purchases (change of clothes, toiletries). For each beneficiary and each holiday we will pay up to the amounts stated in the Policy Schedule. These amounts are the maximum compensation per beneficiary per holiday, irrespective of the number of delays that occurs. This cover does not apply to the return journey.

#### (3) Claims Procedure

In order to make a claim, you must first inform Futuroscope Destination then send all supporting documents (i) by recorded delivery post to the following address: FUTUROSCOPE DESTINATION - Service Relations Clientèle - CS 93030 - 86 133 JAUNAY CLAN Cedex, France; or (ii) by fax to +33 (0)5 4949 3037; (iii) or by email to relationsclientele@futuroscope.fr; you must send your claim within 15 days so that it can be processed by

Cabinet Chaubet-ASSURINCO  
- Gestion Assurance Futuroscope -  
122 bis Quai de Tournis - BP 90932  
31009 TOULOUSE CEDEX  
(sinistre@gestion-assurance.com)

- Your letter of claim must contain the following information:
  - your full name and address
  - your client number
  - the agreement number
  - copy of the claim made to the carrier;
  - original receipts for any essential purchases;
  - original of the "luggage irregularity" report issued by the competent luggage handling services;
  - the original confirmation of delivery.

#### (4) Exclusions

Article 6 lists the general exclusions applicable to all types of cover.

The following exclusions also apply:

- Seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority;

- Essential purchases made more than 4 days after the official time of arrival as stated on the travel document, or purchased after the luggage was actually delivered by the carrier;
- Delays to your return journey, including any transport connections.

#### \*\*\* Holiday Curtailment\*\*\*

##### 5.05 Holiday curtailment

###### (1) Description of Cover

We will compensate you, the members of your family or an unrelated person accompanying you and named on the Registration Form, for any material prejudice caused by the curtailment of your holiday due to one of the events listed below during your holiday.

###### (2) Amount of cover

We will compensate any services that were purchased but not used as a result of the curtailed holiday (accommodation costs, courses, passes). This compensation is calculated from the day after the full payment for the insured services and proportionately to the number of unused days of the holiday.

You will be compensated up to the amounts stated in the Policy Schedule.

###### (3) Qualifying Events

Cover is only available if one of the following events occurs after the departure date or holiday start date stated on the Registration Form:

- Medical repatriation,
- Early return due to life-threatening serious bodily injury (in the opinion of our medical team) or death:
  - of your legal or de facto spouse of civil partner, an ascendant, descendant, sibling or parent-in-law residing in your country of residence.
- Death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece residing in your country of residence.
- Serious material damage requiring you to be physically present, in order to undertake the necessary formalities, in the location of:
  - your primary residence or your secondary residence;
  - your farm;
  - your professional premises.

- In order to make a claim, you must first inform Futuroscope Destination then send all supporting documents (i) by recorded delivery post to the following address: FUTUROSCOPE DESTINATION - Service Relations Clientèle - CS 93030 - 86 133 JAUNAY CLAN Cedex, France; or (ii) by fax to +33 (0)5 4949 3037; (iii) or by email to relationsclientele@futuroscope.fr; you must send your claim within 15 days so that it can be processed by

###### (4) Claims Procedure

In order to make a claim, you must first inform Futuroscope Destination then send all supporting documents (i) by recorded delivery post to the following address: FUTUROSCOPE DESTINATION - Service Relations Clientèle - CS 93030 - 86 133 JAUNAY CLAN Cedex, France; or (ii) by fax to +33 (0)5 4949 3037; (iii) or by email to relationsclientele@futuroscope.fr; you must send your claim within 15 days so that it can be processed by

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31009 TOULOUSE CEDEX  
(sinistre@gestion-assurance.com)

- Your letter of claim must contain the following information:

- your full name and address
- the agreement number
- the exact reason for the curtailment
- the name of your travel agent
- an initial medical certificate stating the date and nature of the serious bodily harm, marked confidential and sent to our Medical Director or, if applicable, the death certificate, a report from the police, the expert report or the summons.

You or one of your assigns must then send to us directly or through your travel agent:

- The original of the initial invoice paid when you booked the holiday;
- The original of any unused tickets which have not been reimbursed by the tour operator and/or its service provider.

###### (5) Exclusions

Article 6 lists the general exclusions applicable to all types of cover.

#### Article 6. General Exclusions

We will neither provide assistance nor pay any compensation whatsoever for the consequences of and/or events resulting from:

- alcohol abuse (blood alcohol level higher than the regulatory limit), the use or absorption of medicines, drugs or narcotics not prescribed by a doctor;
- any intentional or wilful negligence on your part;
- participation as a competitor in any competitive sport or rally;
- participation as a professional competitor in any sport;
- participation in competitions or in endurance or speed tests and their preparatory stages aboard any land, water, or air vehicle;
- failure to comply with recognised safety rules related to the practice of any leisure sport activity;
- wilful failure to comply with the regulations of the visited country or engaging in activities not permitted by the local authorities;
- official bans, seizures or constraints by the law enforcement authorities;
- civil or foreign war, uprising or popular unrest, lock-out, strike, attack, terrorism or attempted terrorism, piracy, storm, hurricane, earthquake, cyclone, volcanic eruptions or other natural disasters, the consequences of nuclear fission, exploding machinery or nuclear radiation;
- epidemic, the effects of pollution and natural disasters, and their consequences.

#### Article 7. Restrictions

##### 7.01 Liability

We will not accept liability for:

- any professional or commercial prejudice you may suffer as a result of an event requiring our assistance.
- the consequences of any delays or professional fault by the provider contacted, or if the provider is unable to perform its functions.

We may not replace any local or national emergency or search and rescue services and shall not pay for any costs caused by their intervention, unless stated otherwise in the policy.

#### 7.02 Exceptional circumstances

We shall deploy all means of action at our disposal in order to apply the cover under this agreement.

However, all parties agree that we are bound by an obligation of means and not an obligation of result, due to the circumstances in which we may be required to perform our services.

We will therefore not accept liability for any non-performance or delays caused by civil or foreign war (declared or otherwise), general mobilisation, the requisition of people and equipment by the authorities, any act of sabotage or terrorism, any social conflict such as strike, uprising, popular unrest, restrictions on the free circulation of goods and people, regardless of the ordering authority, natural disasters, the effects of radioactivity, epidemic, any infectious or chemical risk, and any force majeure making it impossible to execute the agreement.

#### Article 8. Legal framework

**8.01 Data Protection and Freedom of Information**  
For quality control purposes, telephone conversations between the Beneficiaries and the Assistance Provider may be recorded.

Pursuant to Articles 32 et seq of the amended French Law 78-17 of 6 January 1978 concerning data protection and freedom of information, the Beneficiary is informed that the personal data requested during phone calls are essential for providing the assistance services under this agreement.

Failure to answer a question shall invalidate the cover available under the agreement.

This information shall be used by the Assistance Provider for internal purposes only, as well as by other persons instructed to sign, manage and execute the Policy, within the limits of their respective powers.

Some recipients of this information may be located outside the European Union. Specifically: AXA Business Services in India and AXA Assistance Maroc Services in Morocco.

The Beneficiary has a right to access and correct any personal information by contacting the Assistance Provider's legal department at 6, rue André Gide - 92320 Châtillon, France.

#### 8.02 Subrogation

AXA Assistance is subrogated to the rights and actions of any individual or legal entity who may benefit from all or part of the insurance cover and/or assistance under this agreement, against any third party responsible for the proximate cause, up to the amount of the costs incurred by it under this agreement.

#### 8.03 Period of limitation

All actions arising from this Policy shall become time-barred after two years from the date of the qualifying event.

#### 8.04 Dispute settlement

Any dispute relating to this agreement that cannot be settled amicably by the parties or, if applicable, by a mediator, shall be referred to the competent courts.

#### 8.05 Supervisory authority

INTER PARTNER Assistance, as an insurance company under Belgian law, is governed by the prudential control regulations of the Banque Nationale Belgique (Boulevard de Berlaimont 14 - 1000 Brussels - Belgium - VAT BE 0203.201.340 - RPM Bruxelles - www.bnb.be) and by the investor and consumer protection regulations of the Autorité des services et marchés financiers (FSMA - Rue du Congrès 10-16 - 1000 Brussels - Belgium - www.fsma.be)

#### 8.06 Complaints and Mediation

In the event of any difficulties relating to the terms of this policy, the Beneficiary should contact INTER PARTNER Assistance, Customer Services Department, 6 rue André Gide, 92328, Châtillon, France.

If a disagreement persists, the Beneficiary may contact a mediator whose details shall be provided by INTER PARTNER Assistance, without prejudice to any other available remedy.

#### 8.07 Right of Cancellation

Pursuant to Article L.112-2-1 of the French Insurance Code, you have the right to cancel any insurance policy of more than one month's duration (calculated from the start date of the policy until the end of the period of cover) which was purchased by telephone. Pursuant to Article L.112-10 of the French Insurance Code, you may also cancel an insurance policy if you can prove you have prior insurance for one of the risks that is covered.

Please check whether you have any such cover before taking out one of our policies.

In either case, you have 14 calendar days from the date of purchase within which to exercise this right.

Pursuant to Article L.112-2-1-3 of the French Insurance Code, you will waive this right if, during this period, the policy is fully executed at your express demand.

Pursuant to Article L.112-10 of the same Code, you will waive this right if, during this period, the policy has been fully executed or if you have used any of the cover under the policy.

You may exercise your rights by sending a written request in the manner stated in the policy to the address stated in Article II.1.1.4.

We will reimburse the premium within 30 calendar days from when you exercise this right.

INTER PARTNER ASSISTANCE - France

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4059

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An insurance company - authorisation code BNB

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