



MAPFRE | ASSISTANCE

L'EUROPÉENNE
d'assurances voyages

HORIZON SCHENGEN

**Designed for foreign
travellers in the Schengen Area**



TABLE OF COVER

Assistance to persons	Cover limit
Medical repatriation	Actual costs.
Repatriation of a travel companion	One-way return ticket.
Travel for a close relative/friend if hospitalisation over 7 days	Round trip ticket.
Funeral costs of transportation (including coffin)	€1,500
Repatriation of the body	Actual costs
Return of family members in the event of the death of the insured person	One-way return ticket
Early return	One-way return ticket
- Medical expenses - Excess per person	- €30,000 / person - €30
Legal assistance	€1,500
Maximum amount of cover	€155,000 / person €1,500,000 / event

GENERAL TERMS AND CONDITIONS OF THE POLICY

POLICY INTRODUCTION

- This policy is governed by: The French Insurance Code;
- These General Terms and Conditions;
- The policy application form which serves as the Specific Terms and Conditions.

In the event of a contradiction between the different terms and conditions, the Specific Terms and Conditions shall prevail over the General Terms and Conditions.

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

- **The Company:** MAPFRE ASISTENCIA – under the commercial trademark of “MAPFRE ASSISTANCE/The European Insurance Company” – travel assistance provider and risk insurer.
- **Insured person:** Any natural person who is under 75 years of age and described as such on the application form, arriving from any location in the world for a visit, lasting a maximum of 1 year in the Schengen Area.
- **Policyholder:** The organisation or person named in the Specific Terms and Conditions, which has taken out and signed this policy and has undertaken to pay the premiums.
- **French Overseas Departments and Regions and inhabited communities *sui generis*:** Guadeloupe, Martinique, French Guiana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna Islands, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.
- **Domicile/Home:** The usual residence of the insured person, anywhere in the world.
- **Territory:** Worldwide
- **Schengen Area:** refers to an area which allows freedom of movement for persons in the signatory States of the Schengen Agreement. The area currently consists of the following twenty-four states: **Germany, Austria, Belgium, Denmark, Spain, Finland, France, Greece, Iceland, Italy, Luxembourg, Netherlands, Portugal, Sweden, Norway, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovenia, Slovakia and Czech Republic.**
- **Third Party:** Any natural or legal person, except for the Policyholder, the insured person, members of his/her family, persons accompanying him/her or his/her employees.
- **Period of cover:** Cover applies for the whole period of the visit as stated on the policy application form, with a maximum period of 90 consecutive days, which can be split over one year, provided that the premium has been paid by the policyholder.
- **Members of the family:** Spouse or common-law partner, ascendant or descendant up to 2 degrees of relationship, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

- **Serious illness:** Any alteration to a person's health, diagnosed by a medical doctor and requiring the person to cease all professional or other activity and requiring appropriate treatment.

Serious accidental bodily injury: Any bodily injury not intentionally caused by the victim, and arising from the sudden action of an external cause that has been diagnosed by a medical doctor, and which requires the victim to cease all professional or other activity and prevents him or her from moving about unaided.

- **Event:** Any act that generates damaging consequences that is liable to result in the operation of one or more types of cover under this policy.
- **Excess:** The amount payable by the Insured person in the event of a claim.

ARTICLE 2 - POLICY VALIDITY AND TERM

Cover takes effect on the date of departure and expires on the return date, for the period specified on the policy application form, but shall not **exceed 90 consecutive days per person; this period can be split over a one year period.**

ARTICLE 3 – COVER

ASSISTANCE TO PERSONS

If the insured person is ill or suffers a bodily accident

- The Company's medical team will contact the local medical practitioner and/or the family doctor, in order to take the most appropriate steps in connection with the insured person's condition.
- The Company's medical team arranges for the insured person to be transported to the nearest medical centre to his/her home or to be transferred to a better equipped or specialist hospital.

Depending on the seriousness of the insured person's condition, their evacuation will take place by:

- train, couchette or sleeping car,
- ambulance,
- air or private air ambulance.

- Only the Company's medical authorities are authorised to make the decision on repatriation and the selection of the means of transport and the hospital location. Reservations will be made by the Company.
- The Company will repatriate the insured person to his/her home if his/her condition is such that they are able to leave the hospital.

In the event of death

- the Company arranges and pays the cost of transporting the body from the place where it is placed in the coffin to the place of burial, up to the amount stated in the table of cover.
- Funeral costs (burial, embalming, coffin and ceremony) are covered up to the amount shown in the table of cover.

The Company, when applicable, arranges and pays the cost of return travel for members of the family to the burial place if they were participating in the same trip and are covered under this same policy.

- **Medical expenses**

The Company refunds the insured person for the medically prescribed surgical, and/or hospital expenses they incur in a country in the Schengen Area, up to a maximum limit of **30,000 euros** per person and per insurance period. This payment is made as a top-up to the payment the insured person may be due to receive from any other provident organisation, which the insured person belongs to in their country of origin.

This cover only applies in the event of hospitalisation after an accident or unforeseeable illness that occurs during the insurance validity period.

The Company will not make any reimbursement if the date on which the illness first occurred was prior to the trip's start date.

The excess shown in the table of cover will be applied to each claim.

This cover ceases on the day on which **the Company is able to repatriate the Insured person, or the day on which the Insured person returns to their country of origin.**

- **Early return**

If the insured person is obliged to curtail their trip because of:

- the death of a member of his/her family,
- hospitalisation because of a serious illness or serious accident suffered by their spouse or common law partner, their (first degree) ascendant or descendant who stayed in a member country of the European Union or Switzerland and which is of a life-threatening nature, as communicated by the attending physician to the Company's assistance department,
- the occurrence of serious damage, from fire, explosion or theft or caused by natural forces to the insured person's main or secondary residence and making their presence at the location essential.

The Company will organise and pay for the insured person to return home. If the time frame permits and the insured person's presence is necessary, the Company arranges and pays for the insured person to return to their original location.

- **Repatriation and transportation of the other insured persons**

If, as a result of the Insured person's repatriation, the other covered persons travelling with the Insured person and named in the Specific Terms and Conditions wish to be repatriated, the Company arranges and pays for their return travel, up to **the number of persons shown in the table of cover.**

- **Legal assistance**

The Company pays fees (up to the per person and per year amounts stated in the table of cover) for legal representatives that the insured person may voluntarily need to call upon if legal proceedings are commenced against them, subject to the charges against the Insured not being liable to criminal penalties under the legislation of the country.

This cover does not operate for acts relating to the insured person's business activity, or the use and/or keeping of a motor vehicle.

EXCLUSIONS

In addition to the General Exclusions, Assistance Cover also excludes the following:

- Epidemics, pollution, natural disasters;
- Intentional acts, fraudulent faults and their consequences, wilful failure to comply with official bans;
- Convalescence and unconsolidated ailments being treated;
- Psychological or mental illness or depression;
- Ailments or minor injuries which can be treated on the spot and which do not prevent the insured person from continuing the journey or trip;
- Pre-existing illnesses or injuries, diagnosed and/or treated, which required a stay in hospital in the 6 months prior to the trip;
- The cost of thermal spa treatment, slimming treatments, rejuvenation cures, and all kinds of "comfort" or beauty treatments, physiotherapist's costs, vaccination costs,
- prostheses, aids, spectacles or contact lenses;
- Pregnancy conditions from the 28th week;
- Consequences of pregnancy: childbirth, Caesarean, neonatal care, termination of pregnancy;
- Travel undertaken for the purpose of diagnosis and/or treatment;
- Costs incurred after returning from the trip or after expiry of cover;
- Expenses incurred without the prior approval of the Company;
- Telephone costs except for calls made to the Assistance Call Centre;
- Taxi expenses incurred without the prior approval of The Company;
- The cost of treatment or care not resulting from a medical emergency;
- The cost of treatment or care, the therapeutic nature of which is not recognised by French legislation.

ARTICLE 4 – LIMITS TO THE UNDERTAKINGS MADE BY THE COMPANY

The actions that the Company may be called upon to carry out are performed in full compliance with national and international laws and regulations. Our intervention services are, therefore, subject to obtaining the necessary approval from the competent authorities.

The Company cannot be held liable for delays or hindrance to the performance of the agreed services as a result of strikes, riots, popular movements, restrictions on free movement, sabotage, terrorism, civil or foreign wars, the effects of radiation or any other exceptional circumstances or a case of force majeure.

Services which have not been requested during the trip or which have not been organised by us do not entitle you to receive any compensation payment.

The Company determines the type of ticket that the insured person will be provided with, depending firstly, on the options offered by carriers, and secondly, on the length of the journey.

If the insured person is domiciled in a country other than a member country of the European Union or Switzerland, the Company may, at the insured person's request, repatriate him/her to their home or to the nearest hospital or the best equipped hospital or a specialist hospital.

The Company's maximum commitment in the event of an Assistance claim is:

- **Assistance: 155,000 euros per person, with a per event maximum amount of 1,500,000 euros.**
- **Medical costs: 30,000 euros per person, per insurance period, with a per event maximum amount of 150,000 euros.**

An event is understood to be: any act that generates damaging consequences, that is liable to result in the operation of one or more types of cover under this policy.

ARTICLE 5 - GENERAL EXCLUSIONS

The Company's cover shall not apply in the following circumstances:

- **Use of drugs or any stupefying substance mentioned in the French Public Health Code, medicines and treatments not prescribed by a doctor;**
- **The consequences of traffic accidents caused by the insured person when he/she is under the influence of alcohol characterised by presence in the blood of a degree of alcohol over the legally authorised maximum in force in the country in which the accident occurred;**
- **The consequences of being under the influence of alcohol, intentional acts, fraudulent faults;**
- **The insured person's conscious non-compliance with the laws and regulations in force in the State of the trip location;**
- **The insured person's suicide or attempted suicide, self-mutilation;**
- **Participation in bets, crimes, fights (except in a case of legitimate defence);**
- **Damage intentionally caused by the insured person, at his/her order or with his/her complicity or aid;**
- **Manipulation or holding of weapons or arms, including those used for hunting;**
- **All cases of force majeure making it impossible for the policy contract to be performed, especially when bans are imposed by local authorities;**
- **Civil or foreign wars, riots, popular movements, strikes, acts of terrorism or sabotage;**
- **An accident resulting from any nuclear fuel, radioactive product or waste, any device intended to irradiate or explode by nuclear fission, as well as decontamination from it, irrespective of whether this occurs in the departure country, transit country or destination country;**
- **Infectious risk situations during an epidemic requiring a quarantine period or specific preventive or monitoring measures by the local and/or national health authorities of the country of origin;**
- **An earthquake, volcanic eruption, tidal wave, flooding or natural cataclysm except as provided for under the terms of Law N° 86-600 of 13 July 1986 relating to compensation for victims of Natural Disasters;**
- **Damage constituting environmental damage suffered by natural elements such as air, water, earth, fauna, flora, which are used in common by all, as well as damage of an aesthetic or pleasurable nature attached to these elements;**

- Accidents resulting from the insured person's participation in sport in an official competition organised by a sports federation and for which a licence has been issued and training for the purpose of competitions;
- High mountain climbing above 3000 metres, bobsleigh, hunting wild animals, air sports, skeleton, potholing and off-piste skiing, single-handed sailing and/or sailing over 60 miles from the coast;
- Political problems incurring a risk to personal safety;
- Driving any vehicle if the Insured person does not have the corresponding permit, licence or certificate.

ARTICLE 6 - OBLIGATIONS IN THE EVENT OF A CLAIM

To request Assistance:

When the claim event occurs, contact our Assistance Call Centre before any action is taken:

From abroad:

Tel.: +33 (0)4 37 28 83 49

Fax: +33 (0)1 55 69 39 26

In France:

Tel.: 04 37 28 83 49

Fax: 01 55 69 39 26

You will then be issued with a case number, which is the only authority for us to take action.

- The insured person must quote their policy number and state the type of assistance they require and the address and telephone number at which they can be reached.
- The insured person must also permit the Company's authorised doctors to access all medical information about the person involved.

When claiming a refund, the insured person is required:

- to notify the Company within **five working days. After this deadline, the insured person will forfeit all entitlement to compensation if his/her delay has caused harm to the Company.**
- attach to the claim declaration:
- their insurance certificate and claim file number assigned by the Assistance Call Centre,
- a detailed medical certificate showing the exact nature and date on which the illness or injury occurred. Unless you provide the Company's medical adviser with the medical information required for investigation of the claim the claim file will not be paid out.
- the death certificate,
- the detailed accounts from Social Security and/or any other provident organisation, accompanied by photocopies of the medical expense account statements,
- and, at the Company's request, any document required for claim investigation.

If the Company has paid for the insured person's transport, the insured person must supply their original unused return ticket.

ARTICLE 7 - DECLARATION OF OTHER INSURANCE

Pursuant to Article L 121-4 of the French Insurance Code, the policy holder is obligated to inform the Company of any cover from which he/she benefits or from which the Insured benefits for the same risk from other insurance companies. When several insurance policies are taken out without any fraud or criminal intent, each of them will be effective under the contractual limits of the cover.

In the event that the insured provides proof that one of the risks covered by this insurance policy is already covered, he/she may, in accordance with Article L 112-10 of the French Insurance Code, to waive this policy within the 14 calendar days following the conclusion thereof. The insured will be

subsequently refunded the premiums that had been paid to the Company, without fees or penalties, except in the event of a claim occurring prior to the exercise the right of renunciation. Before the conclusion of this insurance policy, the Company has sent to the Insured a document inviting them to verify whether or not he/she is the beneficiary of a policy covering one of the risks covered by this policy and informing same of the right of renunciation.

ARTICLE 8 - CANCELLATION OF THE POLICY

This policy may be cancelled before its normal expiry date in the circumstances and under the conditions below:

1. By the Company

- a) if premiums have not been paid (Article L.113-3 of the French Insurance Code),
- b) in the event of aggravation of risk (Article L.113-4 of the French Insurance Code),
- c) in the event of omissions or inaccuracies in the declaration of risk made by the policyholder at the time when the policy is signed or during the course of the policy (Article L 113-9 of the French Insurance Code),
- d) in the event of a claim, (Article R.113-10 of the French Insurance Code).

2. By the Policyholder:

- a) in the event of a reduction of the risk, if the Company refuses to reduce the premium accordingly (Article L.113-4 paragraph 4 of the French Insurance Code),
- b) if, after a claim, another policy held in the name of the Policyholder has been cancelled by the Company (Article R.113.10 of the French Insurance Code).

3. By either Party

- a) if one of the events listed under the terms of Article L.113-06 of the French Insurance Code occurs (change of residence, matrimonial status, matrimonial regime, change of profession, retirement or definitive cessation of professional activity), if the purpose for which the policy was taken out is directly related with the prior situation, which no longer exists in the new situation,
- b) in the event of transfer of ownership of the property for which the insurance provides cover (Article L.121-10 of the French Insurance Code).

4. By operation of law:

- a) if the Company's licence is withdrawn (Article L.326-12 of the French Insurance Code),
- b) in the event of total loss of the property covered by the insurance, as a result of a non-insured event (Article L.121-9 of the French Insurance Code),
- c) in the event of the property that is covered by the insurance being requisitioned (Article L 160-6 of the French Insurance Code),
- d) in the event of the insurer's assets being liquidated or the insurer going into official receivership (Article L 113-6 of the French Insurance Code).
- e) in the event of the policyholder's assets being liquidated or the policyholder going into official receivership (Article L 113-6 of the French Insurance Code).

If cancellation occurs during an insurance period, the portion of the premium relating to the period after the cancellation will be repaid to the Policyholder, if the premium was paid in advance. However, this remains under the ownership of, or due to the Company as compensation in the cases stated in paragraph 1.a), and paragraph 3.b) of this article, if the cancellation is made by the heir or acquiring person.

If the Policyholder has the right to cancel the policy, he/she may do so either by registered letter, or by a receipted declaration made at the Company's Registered Office, or by means of a document served by a "huissier". Cancellation by the Company must be notified to the Policyholder by

registered letter with acknowledgement of receipt addressed to the Policyholder's last known address.

In accordance with the provisions of Articles L 113-6, R 113-6 to R 113-9 of the French Insurance Code, the party which wishes to use the right of cancellation under paragraph 3 a) of this article, must do so by registered letter with acknowledgement of receipt addressed to the other party, stating the nature and the date of the event invoked and, if the cancellation is made by the Policyholder, all details must be provided such that it can be established that the cancellation is directly related to that event. Cancellation by the Policyholder must be notified within three months following the date of the event. Cancellation by the Company must be notified within three months of the date on which notification of the event was received by registered letter with acknowledgement of receipt. In either case, cancellation takes effect one month after the other party has received the notification.

ARTICLE 9 - DECLARATION OF THE RISK

This policy has been drawn up on the basis of the Policyholder's declarations. When making the application, the Policyholder must therefore answer the Company's questions accurately regarding the circumstances which allow the Company to assess the covered risks, **otherwise the sanctions stated in Article 10 below will apply.**

During the course of the policy, the Policyholder must declare to the Company any changes that are liable to change the Company's assessment by registered letter, **within fifteen days** of the date on which the Policyholder had knowledge of the changes.

If this change constitutes an increase to the risk such that, if the circumstances had been declared when the policy was taken out or renewed, the Company would not have contracted or would have required a higher premium, the Company may either **cancel** the policy by providing ten days' notice or offer an adjusted premium under the terms and conditions established in Article L 113-4 of the French Insurance Code.

If the policyholder **does not accept the revised premium within 30 days after the proposal**, the Company may cancel the policy at the end of the 30-day period.

ARTICLE 10 - SANCTIONS

Whether relating to declarations made when taking out the policy, or declarations that are made during the course of the policy, any non-disclosure or intentional false declaration, any omission or inaccurate declaration shall result, depending on the circumstances, in the application of the provisions contained in Articles L 113-8 (policy becomes void) and L 113-9 (proportional reduction of the compensation payment) of the French Insurance Code.

ARTICLE 11 - PAYMENT OF PREMIUMS

The premium, including taxes and duties in force for this type of policy, is payable in cash by the Policyholder before the risk commences.

If payment is not made before commencement of the risk, the policy will be considered null and void and there will be no entitlement to compensation.

If the due premium or part of the premium is not paid within ten days of it falling due, the Company may, independently of its right to pursue performance of the policy with the courts, suspend cover after the expiry of a **thirty-day** period following the despatch of an official notice by registered letter, sent to the Policyholder at his/her last known address.

The Company is entitled to cancel the policy **ten days** after expiry of the aforementioned thirty-day period, by means of a notification made to the Policyholder in the registered letter containing the official notice, or by means of a further registered letter.

If the annual premium, payable in advance, has been split into instalments, non-payment of part of the premium on its due date will result in all outstanding parts of the premium for the insurance period in course becoming payable. Suspension of cover, that occurs in the event of unpaid premium instalments, is effective until the expiry of the annual period in question (Article L 113-4 of the French Insurance Code).

ARTICLE 12 – INDEX-LINKED PREMIUM

Insurance premiums may be increased in line with the INSEE retail prices index (excluding tobacco), published in the Journal Officiel. The rate of increase will be determined by the difference between the index applied at the previous anniversary of the policy compared to the known index value at the policy renewal date for the current period.

ARTICLE 13 – LOSS ASSESSMENT

The loss in respect of the covered property shall be assessed by mutual agreement or failing this, by jointly agreed assessment, subject to the respective rights of the parties. Each party selects their own expert; if the appointed experts do not agree, they appoint a third expert; the three experts work together on a majority vote basis.

If one party fails to appoint their expert, or the two experts fail to agree on the choice of the third expert, the appointment is made by the competent judicial authority. This appointment shall be made on a request signed by the two parties, or by just one party with the other party having been summoned by registered letter.

Each party pays the expenses and fees of their own expert; the fees of the third expert and the expenses involved in his/her appointment, if applicable, are borne equally by the Company and the Insured person.

ARTICLE 14 – SETTLEMENT OF CLAIMS

In all cases under which the insurer's cover is called upon, the compensation due from the insurer will be paid at the Company's registered office within 15 days from the date of the amicable agreement between the parties or of the date when supporting documents are produced.

In all cases, failing an amicable agreement, compensation will be paid within fifteen days following the enforceable legal ruling. Payment of compensation takes place without costs within the stipulated time period. Before this date, the Company is not required to make payment and no interest can be claimed from the Company in respect of the prior period.

ARTICLE 15 – RECOVERY FROM LIABLE THIRD PARTIES

Under the terms of Article L.121.12 of the French Insurance Code, the Company which has paid insurance compensation, by subrogation, receives the insured person's rights and actions against the third parties who, by their act, have caused the damage.

However, this subrogation does not apply to the lump sum compensation paid in the event of the Insured person's death or permanent disability.

ARTICLE 16 - TIME LIMITATION

Any legal action arising from this insurance policy is subject to a time limitation period of 2 years from the event which gives rise to it, under the conditions established by Articles L 114-1 and L 114-2 of the French Insurance Code. However, this time limitation period is extended to ten years, for insurance policies against personal accidents, when the beneficiaries are the beneficiaries of the deceased insured person. (Article L.114.1 of the French Insurance Code).

ARTICLE 17- ADDRESS OF THE COMPANY

MAPFRE ASSISTANCE/L'EUROPEENNE D'ASSURANCES VOYAGES
31-33 rue de la Baume – 75 008 Paris

ARTICLE 18 - LAW ON INFORMATION TECHNOLOGY AND FREEDOM

In accordance with the French Law on Information Technology and Freedom No. 78-17 of 6 January 1978, the Insured person has the right to access and correct any information about them that is contained in the Company's files, by contacting the Company at our registered office.

ARTICLE 19 - MEDIATION

In the event of a claim, the Insured may contact customer services by email or by post. If the reply is not satisfactory, please address your question to the Company's claims department, by email to sinistres@mapfre.com or by mail: MAPFRE ASSISTANCE claims department, 31-33 rue de la Baume, 75 008 Paris.

The Company's claim department will acknowledge receipt within a maximum of ten business days and provide a response to the Insured within a maximum of two months. In event of a failure to reach an amicable agreement, if the dispute persists, without prejudice to the right to take legal action, the Insured may call upon a mediator, whose details shall be provided, upon written request to the Claims department.

ARTICLE 20 - REGULATORY BODY

The Company is subject to the supervision of the Spanish Ministry of Economy and Finance and the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondo de Pensiones) Paseo de la Castellana, 44, 28046 Madrid, Spain.

ARTICLE 20 - THE INSURER

MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros, a public limited company under Spanish law, with a share capital of EUR 108,175,523.12, with its registered office located at Carretera de Pozuelo no. 52 Majadahonda – Madrid 28222, Spain, subject to, within the framework of its activity, the supervision of the Spanish authorities General Directorate of Insurance and Pension Funds, Paseo de la Castellana, 44, 28046 Madrid, acting for the purposes of this policy through the intermediary of its French branch with its registered office located at Le Quatuor Bâtiment 4D - 16 avenue Tony Garnier ZAC Gerland 69007 Lyon, France, registered in the Lyon Trade and Companies Register under number 413 423 682, and through the intermediary of its secondary establishment, located at 31-33 rue de la Baume 75008 Paris, business registration number [SIRET] 413 423 682, a Company governed by the French Insurance Code.



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