



Où il faut. Quand il faut.

# IMPATRIES

## HOW TO CONTACT OUR EMERGENCY ASSISTANCE DEPARTMENT?

by telephone 24h/24  
33 1 45 16 77 19

by fax 24h/24  
33 1 45 16 63 92

The insurance cover specified in the present document are taken out with MUTUAIDE ASSISTANCE • Policy no. 07/3278

### HOW TO CONTACT OUR EMERGENCY ASSISTANCE DEPARTMENT

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

- ☎ by telephone within France ..... 01.45.16.77.19
- ☎ by telephone from abroad.....33.1. 45.16.77.19
- Preceded by the local dialling code for access to the international network
- ☎ by fax ..... 01. 45.16.63.92
- ☎ by email ..... [assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)

In order for us to deal with you request as quickly as possible, please make sure you have the following information at hand when you call.

- The name e of the contract for which you are a beneficiary,
- Your first name and surname,
- Your home address,
- The country and town or place in which the insured person is located,
- The exact address (n°, street, hotel, etc...),
- The telephone number at which the insured person ca be contacted.

The first time you call, you will be given an emergency assistance reference number; you will need to quote it each time you contact ABI ASSISATNCE in relation to the same emergency.

### ARTICLE 1 - DEFINITIONS AND SCOP

**The insurer:** Mutuaide Assistance – 8/14 avenue des Frères Lumière – 94366 Bry sur Marne Cedex – limited insurance company with a capital of € 9.590.040 governed by the French Insurance Code and registered at the register of commerce and companies in Creteil under the number B 383 974 086 00019 – TVA FR 31 3 974 086 000 19.

**Benefits:** Emergency assistance includes all benefits provided after the occurrence of an illness, bodily accident or death during trips that are covered by the insurer

**Insured person:** The individual here in after referred to as residing outside France and named in the declarations.

**Place of residence:** The insured's residence outside France.

**Geographic limits:** Worldwide – excluding the insured's country of residence.

**Trips covered by the policy:** Assistance will apply to all pleasure and business trips which last less than 90 consecutives days outside the insured's country of residence..

**Benefits covered by the present agreement:** illness injury or death during trips that are covered by the insurer.

**Close relative or friend of the insured:** any individual named by the insured or legal claimant residing in the same country as the insured.

**Family member:** The insured's legal or de facto spouse ascendants or descendants or those of the insured's spouse.  
They must reside in the same country as the insured, unless otherwise stipulated in the contract.

**Excess or deductible:** A fixed charge to be paid by the beneficiary in the event of compensation of a claim. This may also be expressed in terms of duration or percentage.

**Organization carried out by the insurer:** The insurer undertakes to carry out the procedures required for the insured to have access to the benefits laid out in the contract.

**What is financed by the insurer?**  
The insurer finances the services provide.

**Nullity:** The policy shall become null and void if any fraudulent claim is made or any fraudulent means or declarations used to obtain any benefit under the agreement and shall lead to forfeiture of any rights to which the insured person may be entitled.

**Payment of benefits:** Costs or expenses incurred without prior authorization of the insurer shall not be covered by the present agreement. As a result no expenses incurred by the insured without prior authorisation will be reimbursed.

### ARTCLIE 2 – EMERGENCY ASSITANCE COVER

If the insured falls ill, is injured or dies during e trip covered by the policy, the insurer intervenes under the following conditions.

### RAPATRIATION ON MEDICAL GROUNDS

If the insures falls is injured or dies during a trip covered by the policy, the insurer organizes and pays for transport of the ill or injured insured person to their home or to the hospital closest to their home using the most appropriate means.

If prescribed by the insurer's medical examiner, the insurer will organise and pay for an escort during repatriation. Only requirements of a medical order will be taken into consideration when deciding on the date, mode of transport to be used and place of hospitalisation.

The decision to repatriate is taken by our senior medical officer on the advice of the attending physician.

Refusal by the insured of the solution proposed by the insurer's medical team will lead to cancellation of the present emergency assistance agreement.

### RAPATRIATION OF PERSONS ACCOMPANYING THE INSURED AND CHILDREN UNDER THE AGE OF EIGHTEEN.

The insured is repatriated on medical grounds, or dies during a trip covered by the present agreement.

In this case, if they cannot return home as initially planned, the insurer shall organise and pay for the repatriation of children under the age of eighteen, members of the insured's family or a non family member who was accompanying the insured at the time of the claim.

### VISIT FROM A RELATIVE

If, the insurer's medical team decides that the insured requires hospitalisation before being repatriated on medical grounds, the insurer shall organise and pay for a return journey and accommodation (room and breakfast) for a member of the insured's family, so that the latter may visit the insured in hospital.

The insured's contribution to said accommodation expenses is limited to said accommodation expenses is limited to € 60 per day (including tax) per claim for a maximum of 7 days.

### In any event, meals and other expenses shall be paid for by the insured

### RAPATRIATION OF REMAINS

In the event of death of the insured during a trip covered by the present agreement, the insurer shall organise the transport of the moral remains to the place of burial in the insured's country of residence.

In this case, the insurer shall pay:

- Transport costs for the body,
- The cost of conserving the moral remains as impose by the legislation in force,
- Cost linked to transporting the remains (handing, special transport arrangement, packing).

### All other costs shall be paid for by the insured's family

### EARLY RETURN

If the insured is obliges to interrupt their trip as a result of:

- The death of a family member
- The hospitalization of the insured's spouse, ascendant or descendant of the first degree, on the grounds of serious illness or jury requiring immediate treatment, following the decision of the insurer's medical team,

The insurer shall organize and pay for the insured's return journey to their place of residence.

### In any case, only one person shall benefit from the possibility of a return. Trip to their place of residence and possibly back to their place of stay.

### MOUNTAIN AND SEA RESCUE COSTS

The insured is covered for the reimbursement of search and rescue costs on public or private land, carried out by authorized companies, fully equipped to locate the insured and evacuate them to the nearest rescue centre. The insurer shall pay e maximum of € 750 TTC (including tax) per beneficiary.

### Coverage shall be in addition to any similar benefits which the insured person may otherwise receive.

### LEGAL ASSITANCE

If during their stay abroad, the insured is taken to court or incarcerated for involuntary non-respect or breach of the local laws and regulations.

- The insurer advance the bail required by the local authorities for temporary release of the insured, up to a maximum of € 8 000 including tax. The advance shall be paid on presentation of a security cheque. The amount must be paid back to MUTUAIDE within 30 days following

payment of bail. If bail is returned to, the insured by the local authorities before the end of the thirty day period, the insured must reimburse MUTUAIDE forthwith.

- The insurer can reimburse up to € 1 500 in legal fees should legal action be taken against the insured, provided that the wrongdoings of which the insured is accused are not subject to criminal sanctions according to the laws of the country

**This cover does not extend to wrong doings connected to the insured's profession or the custody of a motor driven vehicle.**

**MEDICAL EXPENSES (outside the insured's country of residence)**

If the medical expenses have been contracted with the insurers prior consent the insurer shall reimburse the amount not covered by the insured's personal health insurance.

The insured shall intervene after reimbursement by the above mentioned insurance companies and after deduction of 30 € per claim and on receipt of the original copy of the reimbursement statement from the insured's personal insurance company.

These provisions concern the above mentioned the expenses incurred up to a maximum amount of € 30 000 per beneficiary, per claim, per year.

Should the insured's personal insurance company not pay the medical expenses incurred, the insurer undertakes to reimburse the expenses incurred up to the above-mentioned limit, upon receipt of the original invoices and the certificate of non payment from the insured's personal insurance company. This cover ceases as soon as MUTUAIDE ASSISTANCE is in a position to repatriate the insured.

The insurer undertakes to reimburse the following expenses (subject to prior agreement):

- medical fees,
- Drugs prescribed by a physician or surgeon,
- Ambulance fees prescribed by a physician to transport the insured to the nearest hospital (only in the event of the insured's personal insurance company refusing to pay),
- Hospital fees on condition that the MUTUAIDE medical team considers that the insured cannot be moved after consultation with the local physician (hospital fees charges as of the date on which MUTUAIDE ASSISTANCE is in a position to expatriate the insured are not covered,
- Emergency dentist's fees limited to € 150 (including tax) per claim, with no deductible.

**ADDITIONAL BENEFITS : ADVANCED HOSPITAL FEES (OUTSIDE THE INSURED'S COUNTRY OF RESIDENCE.**

The insurer may, within the above defined limits, advance the hospital fees incurred by the outside their country of residence. The following cumulative conditions apply:

- MUTUAIDE ASSISTANCE's medical team, having consulted the local physician, must consider that the insured cannot be repatriated to their country of residence immediately.
- to qualify for an advance, the treatment prescribed must be approved by MUTUAIDE ASSISTANCE's medical team.
- the insured, or any an advance, the treatment prescribed must be approved by MUTUAIDE ASSISTANCE's medical team.
- Requesting reimbursement from their insurance company within a period of 15 days from receipt of the required documents from MUTUAIDE ASSISTANCE.
- reimbursing MUTUAIDE ASSISTANCE the amount received from their insurance company within one week of receipt.

MUTUAIDE ASSISTANCE shall only be liable to pay for medical fees not reimbursed by the insured's personal insurance company, and this within the agreed limits defined above. The insured must provide MUTUAIDE ASSISTANCE with the non payment certificate from their insurance company within on week of receiving.

**In order to protect its subsequent rights, the insurer reserves the right to ask the insured or legal claimant for a copy of their credit card, a security cheque, or an acknowledgement of debt to cover the advance**

**If the insured fails to request reimbursement from their insurance company within the stipulated period MUTUAIDE ASSISTANCE with the certificate of non payment from the their insurance company, they will have no right to claim for reimbursement of their medical fees and will have to reimburse all the hospital and medical fees paid for by MUTUAIDE ASSISTANCE, in the event of failure to do so, MUTUAIDE ASSISTANCE will undertake the necessary debt collection proceeding, the cost of which will be born by the insured.**

**ARTICLE 3 – WHAT IS NOT COVERED BY THE TERMS OF THE AGREEMENT**

The following are not covered

**Trips undertaken for diagnostic and/or treatment purposes.**

**Medical and hospital expenses within the insured's country of residence.**

**Being under the influence of alcohol suicide or attempted suicide and their consequences**

**Intentional self injury on the part of the insured.**

**Benign ailments and injuries which can be treated on the spot and/or which do not prevent the patient from continuing his/her trip,**

**Pregnancy except in the case of an unforeseeable complication and whatever the case, all pregnancies beyond the 6<sup>th</sup> month, abortion and the after effects of childbirth.**

**Convalescence and ailments undergoing treatment, not yet consolidated and carrying a risk of sudden aggravation**

**Previous constitutional illnesses for which the patient has been hospitalised within the 6 months previous to the start of the trip,**

**Events relating to medical treatment or surgery which are neither unexpected, fortuitous nor accidental,**

**Prosthetic expenses (optical, dental, auditive, functional, etc...)**

**Consequences of the risk infection in epidemic situations that are subject to quarantine or specific preventive or surveillance measures on the part of the international health authorities and/or the local health authorities in the country in which the insured is staying and/or national health authorities in the insured's country of residence.**

**ARTICLE 4 – WHAT IS NOT COVERED BY EMERGENCY ASSISTANCE AGREEMENTS IN GENERAL**

The following are not covered:

**Benefits not requested during the trip, or which have not been organized by the insurer or with their agreement, may not give rise to claims for compensation or reimbursement after the event,**

**Events that take place after the 90<sup>ème</sup> day of the trip,**

**Events that take place in the insured's country of residence,**

**Restaurant and hotel expenses, except those defined in the agreement,**

**Damage caused intentionally by the insured and that result from their involvement in a crime, offence or brawl, except in the case of legitimate self defence,**

**Fines incurred by the insured and their consequences,**

**The use of narcotics or non –prescribed,**

**Drunkenness;**

**Participation in or training for competition sports or rallies that lead to national or international classification, that are organized by a sporting federation and for which a licence is required,**

**Taking part in any form of professional sport,**

**Participation in high speed or endurance motor sport competitions or trails on board all forms of land, sea, or air-born motorized vehicles,**

**Expenses incurred after the trip or after the cover period,**

**Accidents resulting from the insured's participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), airborne sports mountain climbing, bobsleigh; hunting dangerous animals, ice-hockey, skeleton, combat sports, caving, snow sports involving international, national or regional classification,**

**Failure to abide by the rules and regulations of the country visited or engaging in activities that are forbidden by the local authorities,**

**Official bans, seizure or distraint by the police force,**

**The use of any form of airborne vehicle by the insured,**

**The use of weapons of war, explosives and firearms,**

**Damage resulting from intentional or deceitful wrongdoing on the part of the insured, according to article L113-1 of the insurance,**

**Epidemics, pollutions, acts of God.**

**MUTUAIDE ASSISTANCE may in no way be held responsible for breach of contract or setbacks in the execution of its obligations resulting from a case of force majeure or events such as civil or foreign war, riots uprising lock-out, industrial action, terrorist attacks, piracy, storms and hurricane, earthquake, cyclones, volcanic eruptions or other cataclysms, atomic explosions, the explosion of machinery and nuclear radiation, epidemics, pollution and acts of God, the effects of radiation or any other unforeseeable events or cases of force majeure and their consequences.**

**ARTICLE 5 – GROUND RULES**

Emergency assistance procedures can only be implemented following a telephone call on the part of the insured at the moment of the emergency.

As soon as the call is received, MUTUAIDE ASSISTANCE, after checking the caller's rights, organises and pays for the benefits covered by the present agreement.

In order to benefit from the services provided by the present agreement, the insured may be requested by MUTUAIDE ASSISTANCE to justify their entitlement and provide the items and documents that prove their rights, this at their own expense.

The insured must provide the insurer's medical team with access to all medical information concerning the person receiving the emergency assistance. This information will remain strictly confidential.

MUTUAIDE ASSISTANCE may under no conditions take the place of local emergency services and intervenes within the limits of agreements made with local authorities. Neither is it responsible for resulting expenses, except for those incurred in transporting the insured by ambulance or taxi to the nearest place where treatment can be carried out.

this in the event of benign ailments or light injuries that require neither repatriation nor specialist medical transport.

The services provided by MUTUAIDE ASSISTANCE are carried out in accordance with national and international laws and regulations. They therefore require the necessary authorization from the governing authorities.

When MUTUAIDE ASSISTANCE pays beneficiary's transport costs, the latter must give them their unused return ticket.

MUTUAIDE ASSISTANCE decides on the class of plane ticket to be given to the beneficiary according to the different possibilities offered by the airline companies and the length of the flight

**ARTICLE 6– REIMBURSEMENT CONDITIONS**

The insurer is reimbursed subject to presentation of the original paid invoices corresponding to the expenses incurred with the approval of the insurer.

Requests for reimbursement should be addressed to:

**MUTUAIDE ASSISTANCE  
Service Gestion des Sinistres  
8-14, Avenue des Frères Lumière  
94366 BRY SUR MARNE CEDEX**

The insured must respect the procedures that govern the implementation of the services provided



Services are managed by MUTUAIDE ASSISTANCE, a limited insurance company with a capital of €9,590,040, governed by the insurance Code and registered at the register of commerce and companies in Creteil under the number B 383 974 086 00019.



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8-14 avenue des Frères Lumière  
94366 BRY SUR MARNE CEDEX



**Où il faut. Quand il faut.**

110 avenue de la République - 75545 Paris Cedex 11  
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