

Insurer: IMA ASSURANCES, a public limited company with fully paid-up capital of €157,000,000, governed by the French Insurance Code, with its registered office at 118 avenue de Paris - CS 40 000 - 79 033 Niort Cedex 9, registered with the Niort Trade and Companies Register under number 481.511.632, subject to supervision by the Prudential Control and Resolution Authority located at 4 place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

Product: MEETCH Travel Assistance

This information document summarises the main guarantees and exclusions of the contract. It does not take into account your specific needs and specific requests. You will find complete information about this product in the pre-contractual and contractual documentation.

### What type of insurance is it?

The **Meetch Travel Assistance** product is designed to provide insurance cover for policyholders on trips lasting less than 90 days. It offers assistance in the event of illness, accident or death.

 <h3>What is covered?</h3> <p><b>SYSTEMATICALLY PROVIDED COVERAGE:</b></p> <ul style="list-style-type: none"><li>✓ <b>Medical repatriation of the insured person and their luggage:</b> In the event of illness or physical accident involving the insured person.</li><li>✓ <b>Medical expenses abroad:</b> Following an unexpected event (illness or physical accident) involving the insured person abroad that requires unscheduled hospitalisation.</li><li>✓ <b>Emergency dental expenses:</b> Following an unexpected accident, injury or dental infection.</li><li>✓ <b>Repatriation of accompanying persons:</b> In the event of illness, death or physical accident of the insured person.</li><li>✓ <b>Repatriation in the event of hospitalisation and/or death of a family member:</b> In the event of hospitalisation lasting more than 5 days due to an accident or serious illness and/or death of a family member residing in France.</li><li>✓ <b>Repatriation of the insured person's body:</b> In the event of the insured person's death abroad.</li><li>✓ <b>Search and rescue costs:</b> In the context of a sporting or leisure activity.</li><li>✓ <b>Travel of a relative for administrative formalities:</b> In the event of the death of the insured person abroad and for a family member residing in France.</li></ul> <p>Coverage marked with a tick  are automatically included in the contract.</p>	 <h3>What is not covered?</h3> <ul style="list-style-type: none"><li>X Trips lasting more than 90 days</li><li>X Travellers beyond 9 declared insured persons</li><li>X Medical expenses in France</li></ul> <hr/>  <h3>Are there any exclusions to the cover?</h3> <p><b>MAIN EXCLUSIONS:</b></p> <ul style="list-style-type: none"><li>! Expenses incurred without the agreement of IMA ASSURANCES.</li><li>! Alcohol abuse and the consumption of drugs and non-prescription drugs.</li><li>! The practice of a sport on a professional basis.</li><li>! Personal comfort expenses.</li></ul> <p><b>MAIN RESTRICTIONS:</b></p> <ul style="list-style-type: none"><li>! <b>Medical expenses abroad:</b> up to a limit of the ceiling indicated in the General Terms and Conditions of €30,000 and €300,000 depending on the product taken out</li><li>! <b>Emergency dental expenses:</b> reimbursement capped at €300 per insured with an excess of €30</li><li>! <b>Search and rescue costs:</b> up to a limit of €5,000 per insured person and a maximum of €25,000 per event.</li></ul>
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## Where am I covered?

- ✓ The cover applies in the country or countries of destination indicated at the time of subscription.



## What are my obligations?

### Under penalty of nullity of the insurance contract or non-coverage:

#### When taking out the policy

- Answer the insurer's questions accurately, particularly in the form used to assess the risks it is taking on
- Provide all supporting documents requested by the insurer.
- Pay the premium specified in the contract.

#### During the term of the contract

- Report any new circumstances that could increase the risks covered or create new ones.
- Inform the insurer of the following events within 5 days of becoming aware of them: change in marital status, change of address.

#### In the event of a claim

- Report any claim that may be covered by one of the guarantees within the specified conditions and time limits, and attach all documents relevant to assessment of the claim.
- Inform us of any cover you may have taken out for all or part of the same risks with other insurers, as well as any reimbursement you may receive in respect of the claim.
- In the event of theft, file a complaint with the competent authorities within 24 hours and provide the original copy of the complaint.



## When and how should payments be made?

- The premium is payable in advance, upon signing the contract, to the distributor broker (representative of the insurer). - Payments are made by credit card.



## When does the cover start and when does it end?

- Coverage takes effect at midnight on the date specified in the Special Conditions of the contract, which cannot be later than the start date of the trip. The contract remains in force for the period specified in the Special Conditions, with the duration of the trip not exceeding 90 consecutive days.



## How can I terminate the contract?

- The contract is concluded for a fixed term without the possibility of renewal and cannot be terminated or reimbursed once it has commenced. If the insurance was taken out remotely (via the internet) and the coverage period exceeds 30 days, the Insured has the right to withdraw within 14 days from the start date of the policy by completing the cancellation form available on the website: [www.imaway.fr](http://www.imaway.fr)

This right of withdrawal does not apply to travel or luggage insurance contracts or similar short-term insurance policies with a duration of less than one month.

# GENERAL TERMS AND CONDITIONS OF INSURANCE AND ASSISTANCE SERVING AS INFORMATION NOTICE INFORMATION

## MEETCH- TRAVEL ASSISTANCE

### PREAMBLE

MEETCH Travel Assistance consists of **assistance cover** provided by **IMA ASSURANCES**, a public limited company with fully paid-up capital of €157,000,000, governed by the French Insurance Code, whose registered office is located at 118 avenue de Paris - CS 40 000 - 79033 Niort Cedex 9, registered in the Niort Trade and Companies Register under number 481.511.632, subject to the supervision of the Prudential Control and Resolution Authority located at 4 place de Budapest, CS 92459, 75436 PARIS CEDEX 09 (hereinafter referred to as the "Insurer").

Subscriptions are managed by **PHENOMEN**, a simplified joint stock company with a capital of €10,000, whose registered office is located at 141 AVENUE DE WAGRAM, registered with the Paris Trade and Companies Register under number 833 740 699 and with ORIAS under number 18000514 (hereinafter the "Broker").

### PURPOSE

The purpose of this contract is to define the insurance cover and the conditions for its implementation granted by **IMA ASSURANCES** to persons holding a **MEETCH Travel Assistance** contract

### NATURE OF TRAVEL COVERED

The cover and benefits provided under this contract apply to travel:

- Taken within the Destination Zone specified in the Special Conditions.
- And whose validity dates, not exceeding 90 consecutive days, are indicated in the Special Conditions.

## SUMMARY

Preamble

Table of cover Definitions

- I. Scope
- II. General terms and conditions

## ASSISTANCE COVER

- Coverage for injured or ill persons
  - Medical expenses cover
  - Assistance cover for able-bodied persons
  - Assistance cover in the event of death Supplementary assistance cover  
additional assistance cover
- 
- III. General provisions
  - IV. Exclusions common to all coverages
  - V. Right of withdrawal
  - VI. Personal data protection
  - VII. Restrictive conditions of application

## Table of cover

### MEETCH MULTIRISK TRAVEL INSURANCE POLICY

These cover apply for a maximum stay of 90 consecutive days.

COVER	AMOUNTS
<b>Coverage for assistance to injured or ill beneficiaries</b>	<b>Coverage limit</b>
Medical repatriation	Organisation and payment of medical transport at actual cost
Travel expenses for a relative and accommodation expenses for an accompanying person	Organisation and payment of return travel and hotel accommodation at €80 per night (including VAT) (max. 10 nights) in the event of the Insured being hospitalised for more than 5 days
Extension of stay	Hotel €80 per night (including VAT) (maximum 14 nights)
Search and rescue costs	Up to €5,000 including VAT per insured person and a maximum of €25,000 including VAT per event.
<b>Medical expenses cover</b>	<b>Coverage limit</b>
Advance payment and coverage of emergency or unexpected medical expenses abroad	€75,000 including VAT
Emergency dental expenses abroad	<ul style="list-style-type: none"> <li>Up to:</li> <li>€300 incl. VAT / Insured person</li> </ul> Excess of €30 incl. VAT
<b>Assistance cover for able-bodied persons</b>	<b>Coverage limitation</b>
Return of beneficiaries in the event of repatriation of one of them	Actual costs capped at the price of the return ticket if the originally planned ticket is not used
Early return in the event of <ul style="list-style-type: none"> <li>Hospitalisation &gt; 5 days of a family member or professional replacement</li> </ul>	<ul style="list-style-type: none"> <li>Additional costs of the ticket originally planned for the return journey based on a 1<sup>st</sup> class train ticket or economy class airline ticket + connecting taxi</li> </ul>

<ul style="list-style-type: none"> <li>Damage to the home following an accident</li> </ul>	<ul style="list-style-type: none"> <li>Or return transport ticket at actual cost, capped at the price of the return transport ticket if the ticket originally planned cannot be used</li> </ul>
<b>Assistance cover in the event of death</b>	<b>Coverage limits</b>
Repatriation of remains	Transport, preparation and specific arrangements costs and €2,300 including VAT for the coffin.
Travel expenses for a relative to complete administrative formalities	Organisation and payment of travel expenses for one person to and from the destination and four nights' hotel accommodation (maximum £80 per night, including VAT).
Early return in the event of the death of a family member or professional replacement	<ul style="list-style-type: none"> <li>Additional costs for the transport ticket initially planned for the return journey based on a first-class train ticket or economy class airline ticket + connecting taxi</li> <li>Or return transport ticket at actual cost, capped at the price of the return transport ticket if the ticket initially planned cannot be used</li> </ul>
<b>Additional assistance cover Coverage</b>	<b>Coverage limit</b>
Cash advance following theft of documents or means of payment	Theft of cash is excluded from the cover. Advance of funds up to a maximum limit of €1,500 against acknowledgement of debt, repayable within 30 days
Legal costs abroad	<ul style="list-style-type: none"> <li>Up to €3,000 including VAT per insured person</li> </ul>
Deposit abroad	<ul style="list-style-type: none"> <li>Up to €15,000 including VAT per insured person</li> </ul>
<b>Travel information</b>	Unlimited access
Transmission of urgent messages	Unlimited – actual costs
Medical advice	Unlimited
Coverage of telephone costs abroad in the event of quarantine	Up to €80 including VAT
Essential items in the event of quarantine	€100 incl. VAT per person and up to €350 incl. VAT per family

Psychological support	Organisation and coverage of up to 6 telephone consultations
Home help following medical repatriation of the insured person	Organisation and payment of a domestic helper for up to 20 hours spread over 4 weeks
Coverage for children (under 16 years of age, with no age limit for disabled children) following the Insured's medical repatriation	Organisation and coverage of home care for up to 20 hours spread over 4 weeks
Coverage for pets in the event of the Insured's medical repatriation	Reimbursement upon presentation of receipts, up to a limit of €15 including VAT per day (maximum €450 including VAT), valid for up to 1 month after the Insured's repatriation
Grocery delivery	Delivery of one order per week, maximum 15 days when neither the Policyholder, nor their Spouse, nor any of their relatives are able to do the shopping. Delivery costs are reimbursed upon presentation of proof. When local availability does not allow for home delivery service, IMA ASSURANCES will organise and cover the cost of delivery by taxi. The cost of travel shall be borne by the Subscriber.

## Definitions common to all coverages

The following definitions apply to all coverages, except for specific definitions specific to each coverage.

### Accident

A sudden and unforeseeable event resulting from the sudden action of an external, involuntary and unpredictable cause, unrelated to an illness, which causes physical damage.

### You, the Insured

The following are considered Insured Persons:

- The Policyholder if they take out cover on their own behalf, are domiciled in mainland France, Corsica or the French overseas departments and regions (DROM), and have social security status in France or the DROM (Guadeloupe, French Guiana, Martinique, Mayotte and Réunion).
- The natural person(s) designated by the Policyholder on the membership certificate, benefiting from the cover taken out and mentioned in the membership certificate,
- Being under 75 years of age at the time of membership and during the Insured Trip.
- A maximum of 9 people may be insured under the same insurance policy insurance policy.

### **Insurer – Assistance provider**

Insurance coverage and assistance services are provided by IMA ASSURANCES, a public limited company with fully paid-up capital of €157,000,000, governed by the French Insurance Code, with its registered office at 118 avenue de Paris - CS 40 000 - 79 033 Niort Cedex 9, registered in the Niort Trade and Companies Register under number 481.511.632, and subject to the supervision of the Prudential Control and Resolution Authority located at 4 place de Budapest, 75436 PARIS CEDEX 09.

### **Attack**

Any act of violence against persons and/or property in the country of travel, with the aim of seriously disrupting public order through intimidation and terror, recognised and recorded as such by the French Ministry of Europe and Foreign Affairs.

### **Luggage**

Refers to travel bags, suitcases and their contents. Electronic equipment and accessories, valuables and precious items as defined in the contract are also considered Baggage:

- **Electronic equipment**

Cameras, camcorders, smartphones or telephones, portable game consoles, multimedia players, touchscreen tablets, laptops.

- **Valuables**

The following valuable items are considered Baggage: cameras and all photographic, radio, sound or image recording or reproduction devices and their accessories, fishing rods, guns and golf clubs.

- **Precious items**

The following precious items are considered Baggage: jewellery, furs, silverware, and precious metal items.

### **Force majeure**

An exceptional, unforeseeable and unavoidable event within the meaning of Article 1218 of the Civil Code, preventing all or part of a guarantee.

### **Natural disaster**

An event caused by the abnormal intensity of a natural agent and recognised as such as such by the public authorities of the country in which it occurs.

### **Spouse**

Spouse of the Insured, not legally separated, cohabiting partner or any person who has entered into a civil partnership with the Insured and lives under the same roof as the Insured.

### **Place of residence**

The Insured's main and usual place of residence as stated on their tax notice and located in mainland France, Corsica and the French overseas departments and territories (Guadeloupe, French Guiana, Martinique, Mayotte and Réunion).

### **Authorised ski area**

The resort's ski area, provided there are no prohibitions indicated by signs or markings.

### **Essential items**

Clothing and toiletries needed to temporarily cope with the unavailability of personal belongings. Alcoholic beverages and tobacco are not considered essential items.

### **Major event at destination**

A major event at the destination refers to the following events:

- Major climatic events in terms of intensity: flooding caused by river overflow, runoff, wave action, sea flooding, mudslides and torrential lava flows, tidal waves, earthquakes, volcanic eruptions, cyclonic winds, storms of abnormal intensity that have given rise to a natural disaster decree if they occurred in France, or that have caused extensive material and/or human damage if they occurred abroad.  
resulted in a natural disaster declaration if they occurred in France, or caused extensive material damage and/or human casualties if they occurred abroad.
- Major political events of significant intensity and duration leading to either serious disturbances of the established internal order within a state, or armed conflicts between several states or within the same state between armed groups. Only areas or countries formally advised against by the Ministry of Europe and Foreign Affairs are covered.

These events must occur within a radius of 100 kilometres of the holiday destination.

### **Epidemic**

A contagious disease whose spread constitutes an epidemic according to the World Health Organisation (WHO) or the competent health authority in your country of residence.

### **Abroad**

Any country other than the country of residence of the Insured.

### **Europe**

The following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Greece, Switzerland.

### **Accommodation expenses**

Additional accommodation costs incurred as a result of a covered event, including breakfast and tourist tax, excluding meals, telephone, internet connection and bar charges.

### **Rescue and search costs**

All resources (human and material) deployed as part of a rescue or search operation carried out by the civil protection services or the competent local authorities.

### **Medical expenses**

All medical fees incurred as a result of consultations, additional examinations, medical procedures and pharmaceuticals relating to the treatment of an Accident, Illness or Death of the Insured occurring abroad and requiring at least 24 hours of hospitalisation in a hospital.

## **France**

Metropolitan France, including Corsica and the DROMs (Guadeloupe, Martinique, French Guiana, Mayotte and Réunion).

## **Excess**

A fixed amount payable by the Insured in the event of compensation following a Claim. The Excess may also be expressed as a period of time or a percentage.

## **War**

War is defined as armed opposition, whether declared or not, by one state against another state. Invasion or a state of siege are also considered foreign war.

## **Hospitalisation**

Any stay of more than 24 consecutive hours in a public or private hospital with local administrative authorisation to provide care and the necessary staff for emergency treatment, i.e. treatment that is unscheduled, cannot be postponed and is justified by a hospitalisation report.

## **Unforeseen immobilisation at home**

Physical inability (total or partial) to move, as certified by a doctor and not foreseeable at the date of taking out the policy, following an illness or accident and requiring rest at home. This must be justified by a medical certificate or a sick note.

## **Illness**

Any sudden and unforeseeable deterioration in the Insured's state of health not resulting from a physical Accident, occurring during the period of validity of the contract and certified by an authorised Medical Authority, requiring medical care that prevents the normal continuation of the stay.

### **Pre-existing or chronic illness**

Illness diagnosed by an authorised medical authority prior to the policy being taken out, which has relapsed or worsened in the 6 months preceding the purchase of the insurance policy.

### **Serious illness**

Sudden and unforeseeable deterioration in health, certified by a competent medical authority, resulting in the prescription of medication for the patient, requiring the cessation of all professional activity and necessitating medical care that prevents the continuation of the stay.

### **Family member**

Legal or common-law spouse, first- and second-degree relatives of the Insured (direct ascendants or descendants, siblings, grandparents or grandchildren), as well as parents-in-law.

### **Travel Organiser**

A Travel Organiser is a company that organises one or more tourist services such as airline tickets, hotels and transport.

### **Pandemic**

An epidemic spreading across one or more continents and declared a pandemic by the World Health Organisation (WHO) or the competent health authority in your country of residence.

### **Limitation**

In accordance with Articles L.114-1 and L.114-2 of the Insurance Code, any action arising from this contract is time-barred two years after the event that gave rise to it. However, this period does not run:

1. In the event of concealment, omission, false or inaccurate declaration on the risk incurred, from the date on which the Insurer became aware of it;
2. In the event of a Claim, only from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against IMA ASSURANCES is based on a claim by a Third Party, the limitation period shall only run from the date on which that Third Party brought legal proceedings against the beneficiary or was compensated by the latter.

In accordance with Article L114-2 of the Insurance Code, the limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim.

The limitation period for legal action may also be interrupted by the sending of a registered letter or registered electronic mail, with acknowledgement of receipt, addressed by IMA ASSURANCES to the beneficiaries with regard to the action for payment of the Premium and by the beneficiaries to IMA ASSURANCES with regard to the payment of compensation.

The ordinary causes for interruption of the limitation period are described in Articles 2240 to 2246 of the Civil Code: unequivocal acknowledgement by the debtor of the right against which he was prescribing (Article 2240 of the Civil Code), legal proceedings, even summary proceedings (Articles 2241 to 2243 of the Civil Code), a protective measure taken pursuant to the Code of Civil Enforcement Procedures, an act of enforcement or a summons issued to a joint and several debtor (Articles 2244 to 2246 of the Civil Code).

In accordance with Article L114-3 of the Insurance Code: by way of derogation from Article 2254 of the Civil Code, IMA ASSURANCES and the beneficiaries may not, even by mutual agreement, modify the duration of the limitation period or add to the causes for its suspension or interruption.

### **Land services**

Land services are understood to mean all tourist services other than air transport, i.e. sightseeing, accommodation and meals if they are included in a tourist package and provided that they were purchased at the same time as the covered Trip.

### **Claim**

Any random event whose harmful consequences are covered by the guarantees of this contract. All damage resulting from the same cause is deemed to constitute a single Claim.

### **Outpatient care**

Any healthcare setting where patients receive medical or surgical treatment surgical treatment without needing to stay overnight in hospital.

## Territoriality

The cover provided under this policy is valid worldwide, unless otherwise specified in these General Terms and Conditions or in the specific provisions below.

**However, the cover does not apply in countries, regions or geographical areas that are subject, on the date of departure or during the stay, to an official travel advisory issued by the Ministry of Europe and Foreign Affairs (available at [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), under the heading "Travel Advice").**

- **If such a recommendation is in force on the date of departure, no cover will be provided for a stay in the area concerned.**
- **If the recommendation is issued after departure, cover will remain limited to emergency assistance services (repatriation, urgent medical expenses, etc.) for a period of 5 days from the date of official publication of the recommendation.**

**Beyond this period, cover shall automatically cease, unless expressly agreed by the Insurer or it is materially impossible to leave the area under reasonable conditions.**

**As an exception, the following cover is not provided in France:**

- **Hospital medical expenses abroad and dental expenses abroad,**
- **Sending medication abroad,**
- **Transmission of urgent messages,**
- **Loss, theft or destruction of identity documents abroad,**
- **Legal fees and criminal bail.**

The territoriality of the offer applies according to the following zones:

**Zone 1:** Metropolitan France including overseas departments and regions (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte)

**Zone 2:** Europe, including Andorra, Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Norway, the Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Greece, Switzerland.

**Zone 3:** Worldwide, including French Polynesia, New Caledonia, Saint Pierre and Miquelon, Saint Martin, except Canada, the United States, Mexico, Singapore and Hong Kong.

**Zone 4:** Canada, United States, Mexico, Singapore, Hong Kong.

**The following countries are excluded: Afghanistan, Armenia, Azerbaijan, Belarus, Burkina Faso, Central African Republic, Democratic Republic of Congo, North Korea, Eritrea, Ethiopia, Haiti, Iraq, Iran, Lebanon, Libya, Mali, Mauritania, Myanmar (Burma), Niger, Nigeria, Pakistan, Palestine, Russia, Western Sahara, Somalia, Sudan, South Sudan, Syria, Chad, East Timor, Ukraine, Venezuela, Yemen.**

### **Third**

Any person other than the Insured, members of their family as defined in the contract, and ascendants and descendants of family members. This definition also includes persons who occasionally and without remuneration take care of the Insured's children or pets, and employees in the service of the Insured.

### **Travel**

Any private trip of more than 50 km from the Insured's Home for more than 24 hours or including a night spent away from the Insured's Home from the moment they leave it until their return at the end of the Trip.

## I. SCOPE

### Beneficiaries

The following are considered Beneficiaries:

- The Policyholder if they take out the policy on their own behalf, are resident in mainland France, Corsica or the French overseas departments and regions (DROM) and have social security status in France or the DROM.
- The natural person(s) designated by the Policyholder in the Special Conditions, residing in mainland France, including Corsica or the DROM, benefiting from the cover taken out and mentioned in the Special Conditions, with social security status in France or the DROM.
- Who are under 75 years of age at the time of subscription and during the Insured Trip.
- A maximum of 9 people can be insured under the same insurance policy insurance policy

### Validity of cover

Coverage applies for the duration of the stay, up to a maximum of 90 consecutive days.

It takes effect as soon as the Insured leaves their Home to travel to the place of departure for their holiday and continues until their return to their Home, as specified in the Special Conditions.

However, the Trip Cancellation cover takes effect from the date the policy is taken out until the departure date, i.e. it expires upon the Insured's arrival at the meeting point specified by the Tour Operator or, in the case of individual transport, upon their arrival at the place of stay on the date originally planned.

### Covered events

The events covered are for the following types of cover:

- **Personal assistance:** Illness, Accident or death of a Insured, serious or unforeseen difficulties of an Insured;
- **Medical expenses insurance:** in the event of illness or accident involving an insured person.

### Intervention

In the event of an exceptional situation related to an emergency; the implementation of the cover is subject to IMA ASSURANCES receiving a telephone call from a beneficiary 24 hours a day, 7 days a week, on the following number:

**+ 33 5 5 48 20 48 06 from a country other than France,  
05 48 20 48 06 from France.**

(no surcharge, cost according to operator)

Calls to the support service must be made prior to any action, except in cases of force majeure.

When first contacting the service, beneficiaries must provide their identity, location and a telephone number where they can be reached. They should briefly explain the difficulties that led to their request.

In the event of a medical problem, they must provide the telephone number of the doctor on site or the hospital, as well as the times when they can be contacted.

### **Implementation of cover**

The implementation of cover applies taking into account the geographical, climatic, economic, political, health and legal characteristics specific to the location of the covered event and observed when the triggering event occurs.

**IMA ASSURANCES cannot be held liable in the event of non-performance, partial performance or delay in the performance of the cover, if these result from force majeure or events such as civil or foreign war, sequestration of the beneficiary, revolution, popular movement, riot, attacks, strikes, seizure or coercion by law enforcement, official bans, piracy, explosions, nuclear or radioactive effects, climatic impediments, or refusal by local doctors or healthcare professionals to cooperate with IMA ASSURANCES.**

**Similarly, IMA ASSURANCES cannot be held liable in the event of partial or total non-performance or delays in the performance of its guarantees in situations involving infectious risk in the context of an epidemic or pandemic, or for persons subject to quarantine or preventive measures or specific surveillance by local, national and/or international health authorities.**

**IMA ASSURANCES is no longer bound to fulfil its guarantees in the event of a Beneficiary's refusal to undergo treatment or examinations prior to medical transport, in a public or private establishment or with a doctor, requested by the IMA ASSURANCES medical team, or in the event of a Beneficiary's refusal, according to the**

**case, medical transport, repatriation or the place of hospitalisation proposed by IMA ASSURANCES doctors, or in the event of a Beneficiary's refusal to disclose medical data to the IMA ASSURANCES medical team.**

**IMA ASSURANCES cannot be held liable for any damage resulting from the implementation or non-implementation of medical transport or the choice of a hospital based on information, incorrect medical advice or diagnoses received from local medical teams that the duty of care defined in accordance with medical regulation practices would not allow to be detected.**

**IMA ASSURANCES can only intervene within the limits of the agreements given by the local, medical and/or administrative authorities, and cannot under any circumstances replace local emergency services or cover the costs incurred if they fall under the authority of the public authorities.**

**Cover is suspended when the Insurer is prohibited from providing cover due to any financial or commercial restrictive measures decided by any state or supranational organisation against other states, natural persons, legal persons or entities governed by public or private law.**

Cover is provided by IMA ASSURANCES; however, costs incurred directly by a Beneficiary may be reimbursed by IMA ASSURANCES upon presentation of supporting documents and subject to its prior agreement to cover them.

When IMA ASSURANCES covers the cost of medical transport for a Beneficiary or the transport of an accompanying person or other Beneficiaries, the accompanying person or Beneficiaries who have a ticket that is refundable if not used undertake, in accordance with the provisions of the ticket, to request a refund and to pay the amount to IMA ASSURANCES.

Failing this, the holder of the ticket is personally liable to compensate IMA ASSURANCES for the amount they would have received if they had exercised their right to reimbursement.

The refund or, where applicable, the compensation is payable within 40 days of the date of the refund request or, where applicable, the date of the compensation request, subject to receipt of the complete file.

## Payment

Compensation is payable in euros.

If the invoice to be compensated has been issued in a foreign currency, payment shall be made in euros at the official exchange rate of the European Central Bank or, failing that, any other central bank according to the currency concerned on the date of issue of the original invoice.

## Mileage allowance

The cover provided under the policy applies provided that the Insured is more than 50 kilometres from their home.

## Sports and/or adventure activities covered

Sports activities are covered by the contract provided **that they are not practised on a professional basis.**

In the case of activities carried out through a professional, the insurance cover provided by this contract will be in addition to any cover provided by the insurance contract taken out by the professional carrying out the activity.

### **The following sports activities are expressly excluded from the insurance policy:**

**participation, even as an amateur, in races, competitions and their preparatory trials involving motor vehicles (watercraft or land vehicles, except for second category tourist rallies), or in the following sports considered dangerous: the use of private aircraft as a pilot or passenger, parachuting, microlight flying, hang gliding, paragliding, ski jumping, mountaineering, alpine climbing, rock climbing, ice climbing, rock climbing, caving, scuba diving beyond a depth of 40 metres, the use of a two- or three-wheeled motor vehicle with an engine capacity exceeding 125 cm<sup>3</sup> and record attempts, skateboarding, base jumping, speed riding, snow kiting, extreme skiing, freeriding, bicycle motocross, motocross, combat sports, polo, American football, gliding, bungee jumping, kite surfing, scuba diving with self-contained apparatus, diving without an instructor.**

## II. GENERAL TERMS AND CONDITIONS

### ASSISTANCE COVER

Assistance cover is managed by IMA ASSURANCES, which will be the point of contact.

In the event of an exceptional situation involving a medical emergency, the implementation of the cover is subject to IMA ASSURANCES receiving a telephone call from the beneficiary 24 hours a day, 7 days a week, on the following number:

**+ 33 5 48 20 48 06** from a country other than France,  
**05 48 20 48 06** from France.  
(no surcharge, cost according to operator)

Requests must be made prior to any action being taken, except in cases of force majeure and within 5 days of returning home.

For all other requests, except in emergencies, beneficiaries may contact IMA ASSURANCES by email at the following address: [ima.medical@ima.eu](mailto:ima.medical@ima.eu)

When making initial contact, beneficiaries must provide their identity, location and a telephone number where they can be reached. They should briefly explain the difficulties that led to their request.

In the event of a medical problem, they must provide the telephone number of the doctor present at location or hospital, as well as the times when calls can be made.

### 1. Assistance cover for injured or ill beneficiaries

#### 1.1 Medical repatriation

##### IMPORTANT:

- In an emergency, the local emergency services must be contacted first.
- IMA ASSURANCES is not, and should not be considered, a medical or emergency rescue organisation or emergency medical service.
- IMA ASSURANCES operates within the framework of national and international laws and regulations. Services are subject to obtaining authorisations.

necessary permits issued by the competent local authorities. IMA ASSURANCES is also subject to travel restrictions and regulatory restrictions.

- Furthermore, IMA ASSURANCES cannot be held liable for delays or impediments in the performance of the agreed assistance services as a result of force majeure or events such as strikes, riots, popular movements, restrictions on the free movement of goods and persons, sabotage, terrorism, civil or foreign war, notorious political instability, reprisals, embargoes, economic sanctions (a summary of restrictive measures by country is available on the website of the Ministry of Economy and Finance: <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), consequences of the effects of a source of radioactivity, natural disaster or any other fortuitous event.
- Information for each country is also available in the "Advice to travellers" section of the website of the Ministry of Europe, Foreign Affairs and International Development: <http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays>

IMA ASSURANCES organises medical transport and covers the cost thereof once the IMA ASSURANCES medical team has assessed, based on the opinions of local doctors and the medical information provided by them, that medical transport is medically necessary and compatible with the beneficiary's state of health.

In order to ascertain the medical necessity of medical transport and/or its compatibility with the beneficiary's state of health, the IMA ASSURANCES medical team may request additional examinations from local doctors or its local medical correspondent.

After reviewing the local medical opinions, information and diagnoses collected, the IMA ASSURANCES medical team will decide on the means and methods of transport best suited to the beneficiary's medical condition and destination:

- The nearest suitable hospital facility,
- Or, if it is determined that no hospital facility near the place of stay is suitable, a hospital facility close to the beneficiary's home,
- Or, the beneficiary's home.

This cover cannot under any circumstances replace primary transport, i.e. emergency medical transport organised by the local public services.

In the event of a medical emergency, the Insured must contact the emergency services of the country in which they are located.

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When repatriation concerns an unaccompanied child under the age of 16, a dependent person and/or a person with reduced mobility, IMA ASSURANCES will systematically organise and cover the cost of a return trip for a relative to accompany the person concerned. When it is impossible for a relative to travel, IMA ASSURANCES will arrange for

the unaccompanied child under the age of 16, a dependent person and/or a person with reduced mobility by an authorised person.

The means of transport will be decided by the IMA ASSURANCES medical team based on the severity and urgency of the case.

The repatriation of luggage listed on the original ticket is organised at the same time as medical repatriation.

## 7.2 Presence of a relative in the event of hospitalisation

When the Insured's state of health, following an Accident or Illness occurring during Travel Abroad, requires Hospitalisation for more than 5 days and no Member of their family is present at their side, IMA ASSURANCES will organise return transport by economy class aeroplane or train for a family member so that they can be at their bedside.

When the hospitalised Insured Person is a dependent person with reduced mobility or under the age of 16, or when IMA ASSURANCES doctors indicate that the prognosis is life-threatening, this travel and accommodation shall be organised by IMA ASSURANCES under the same conditions of coverage, regardless of the length of hospitalisation.

Organisation and coverage of transport costs in economy class or by train equivalent to a first-class ticket.

IMA ASSURANCES will organise and cover accommodation costs, excluding meal costs, for up to 10 consecutive nights and €80 including VAT, upon presentation of the relevant supporting documents.

## 1.2 Extension of stay abroad

Abroad, if, following an accident or illness that does not require hospitalisation, the Insured is unable to make the return journey initially planned and decided by the IMA ASSURANCES Medical Service, the Assistance Provider will organise and cover the Insured's hotel expenses. This is subject to a limit of €80 per night (including VAT) for a maximum of 14 consecutive nights.

**This cover can only be implemented if the IMA ASSURANCES Medical Service so decides. ASSURANCES so decides.**

**No reimbursement against receipt will be possible.**

## 1.3 Search and rescue costs

IMA ASSURANCES covers **up to €5,000 including VAT per insured person and a maximum of €25,000 including VAT per event:**

**In France and abroad:**

- IMA ASSURANCES will cover rescue and search costs related or unrelated to skiing, unless they are covered by the public authorities.

- In the event of the disappearance of the beneficiary outside their country of residence, coverage of search costs incurred by authorised rescue services, unless these are covered by the public authorities.

#### **1.4 Return of minor children to their place of residence**

When the Insured is unable to return to their Home and is travelling with minor children (under 16 years of age), IMA will organise and cover the cost of a relative travelling to and from the destination to look after the children.

## **2. Coverage for medical expenses abroad**

**The Insured is covered for emergency medical care during the trip, within the limits indicated in the table of cover and provided that they are insured with a health insurance organisation. Cover is provided in addition to the benefits payable by social security organisations.**

#### **2.1 Advance payment of emergency or unexpected medical expenses abroad**

**A letter of commitment will be requested from the Insured before any action is taken by IMA ASSURANCES. Without this letter of commitment completed and signed by the Insured, IMA ASSURANCES will not cover the Medical Expenses.**

The amount covered by IMA ASSURANCES is capped at the total amount billed to the beneficiary by one or more hospitals or healthcare professionals, up to a limit of:

€75,000 including VAT

**Per beneficiary and per event.**

The following unforeseen medical expenses may be covered:

- Medical fees,
- Medicines prescribed by a doctor during initial treatment,
- Hospitalisation costs,
- Ambulance costs prescribed by a local doctor for a local journey and invoiced by the healthcare facility.

This benefit is only payable if and as long as the IMA ASSURANCES medical service deems the Insured person unfit for transport after gathering information from the local doctor.

This benefit ceases on the day that the IMA ASSURANCES medical service is able to transport the Insured to the facility of their choice that is suitable for their care and in their best interests, whether in the country of stay, in a neighbouring country, or in their country of origin, notwithstanding the Insured's decision to remain on site.

Cover applies worldwide with the exception of Zone 1. However, cover does not apply in countries, regions or geographical areas subject to an official travel advisory issued by the Ministry of Europe and Foreign Affairs (available at [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), under the heading "*Travel advice*"):

- If such a recommendation is in force on the date of departure, no cover will be provided for a stay in the area concerned.
  
- If the recommendation is issued after departure, cover will be limited to emergency assistance services (repatriation, urgent medical expenses, etc.) for a period of 5 days from the date of official publication of the recommendation.

**Coverage may be implemented in two ways:**

**1/ Supplementary reimbursement of medical expenses incurred by the beneficiary**

**For all other requests, except in emergencies, beneficiaries may contact IMA Assurances by email at the following address: [ima.medical@ima.eu](mailto:ima.medical@ima.eu)**

- In the event of medical expenses not related to hospitalisation and/or when the beneficiary has paid the medical expenses directly to the healthcare provider, they undertake to take the necessary steps with the social security organisations (basic compulsory scheme and supplementary scheme) to obtain reimbursement and to send IMA ASSURANCES the supporting documents indicating any remaining costs.  
  
In any event, the beneficiary shall be responsible for any expenses not covered by their policy.
  
- In the event that the Insured pays the costs up front and requests reimbursement, IMA ASSURANCES will intervene after the Insured's basic social security organisation, mutual insurance company and any insurance or provident organisation to which the Insured contributes have done so, less an excess of €30 including VAT per claim and subject to the

the Insured providing IMA ASSURANCES with the paid invoices for medical expenses and the original proof of reimbursement from these organisations.

**French social security coverage is a prerequisite for benefiting from this cover. Reimbursement of medical expenses in France is excluded.**

## **2/ Advance payment of medical expenses**

**For all requests, beneficiaries must contact IMA ASSURANCES by telephone on the following number:**

**+ 33 5 48 20 48 06 from a country other than France,  
05 48 20 48 06 from France.**  
(no surcharge, cost according to operator)

- In the event of the beneficiary's hospitalisation, IMA ASSURANCES may cover the medical expenses related to this hospitalisation directly with the hospital, within the limits of the coverage ceiling.

In any event, the beneficiary shall be responsible for any remaining costs.

- Advance payment of coverage is subject to the hospital or healthcare provider providing IMA ASSURANCES with all the information and medical documents needed to determine the amount of coverage (estimate, medical report, original invoice, and any other documents deemed useful by IMA ASSURANCES).

**Advance payment of medical expenses in France is excluded.**

### **2.2 Emergency dental expenses abroad**

IMA ASSURANCES will reimburse, upon presentation of supporting documents and with prior approval, dental expenses considered urgent when they result from an accident requiring surgery or medical treatment that cannot wait until the Insured returns to their home (e.g. dressing, filling, root canal, extraction).

**Excluding endodontics, cosmetic reconstruction of previous treatments, crowns and implants.**

The amount covered by IMA ASSURANCES is capped at the total amount billed to the beneficiary by one or more hospitals or healthcare professionals, up to a limit of:

**€300 including VAT per insured person for a claim. An excess of €30 including VAT applies upon request this cover from IMA Assurances.**

**Payment of emergency dental expenses in France is excluded.**

### Specific exclusions from cover for medical expenses abroad

In addition to the general exclusions, the following are never covered:

- Medical expenses in Zone 1,
- Expenses resulting from care provided after the end of the cover,
- Expenses resulting from care or treatment that is not the result of a medical emergency and is not prescribed by a doctor,
- Damage resulting from the use of narcotics or similar substances, non-prescribed drugs or alcohol consumption characterised by the presence in the blood of
- The consequences of acts of foreign or civil war,
- The consequences of the Insured's participation in fights, bets, riots and popular movements,
- Costs resulting from care or treatment whose therapeutic nature is not recognised by French law,
- Meal costs, telephone or internet connection costs, and bar costs in the event of accommodation already covered by IMA ASSURANCES under its assistance guarantees,
- Personal comfort expenses (radio, television, hairdresser, etc.),
- Expenses incurred by the beneficiary on their own initiative, without the prior agreement of IMA INSURANCE, except in cases of force majeure,
- Expenses incurred by the beneficiary's relatives or family members during their hospitalisation outside the scope of the "Waiting on site for a companion" cover
- Products classified as vitamins or minerals, as well as dietary supplements and energy drinks
- Parapharmacy expenses,
- Optical expenses (e.g. glasses or contact lenses),

- **Medical equipment and prosthetics (including dental prosthetics),**
- **Costs of stays in follow-up care and rehabilitation services,**
- **The costs of rehabilitation, physiotherapy, chiropractic treatment, osteopathy,**
- **Medical check-ups and related costs not related to the reported claim,**
- **The cost of purchasing vaccines and vaccination costs, except in cases of absolute necessity connection with the reported Claim,**
- **The costs of health checks and medical treatments prescribed in France,**
- **Primary transport costs, i.e. emergency medical transport organised by the local public authorities, except in the context of search and rescue cover,**
- **Costs related to sex change, sterilisation, treatment for sexual transformation, dysfunction or insufficiency,**
- **The costs of heliotherapy, weight loss, rejuvenation and any "comfort" or cosmetic treatment,**
- **The consequences of pre-existing injuries and illnesses, diagnosed and/or treated, which have been the subject of continuous hospitalisation or day hospitalisation or outpatient hospitalisation in the 6 months prior to the start of the trip,**
- **The consequences of an ongoing, unresolved condition for which the beneficiary is convalescing, as well as conditions arising during a trip undertaken for the purpose of diagnosis and/or treatment.**
- **Trips for diagnostic and/or therapeutic purposes, i.e. for the purpose of consulting a practitioner or being hospitalised for treatment of any kind, as well as travel for organ transplants.**
- **Voluntary termination of pregnancy, in vitro fertilisation and its consequences,**
- **Pregnancy and childbirth, except in the case of sudden and unforeseeable complications,**
- **Consequences arising from the practice of professional sports.**
- **The medical consequences that could result from failure to comply with official prohibitions, as well as failure to comply with official safety rules related to the practice of a sporting activity,**
- **The consequences of an accident occurring during participation, even as an amateur, an amateur, in races, competitions and their preparatory trials involving motor vehicles (water or land, except for second category tourist rallies), or in the practice of the following sports considered dangerous: the use of private aircraft as a pilot or passenger, parachuting, microlight flying, hang gliding, paragliding, ski jumping, mountaineering, alpine climbing, rock climbing, ice climbing, caving, the use of a two- or three-wheeled motor vehicle with an engine capacity exceeding 120**

500 cc and attempts to break records, skateboarding, base jumping, speed riding, snow kiting, extreme skiing, freeriding, bicycle motocross, motocross, combat sports, polo, American football, gliding, bungee jumping, kite surfing, scuba diving beyond a depth of 40 metres, scuba diving with autonomous apparatus, diving without an instructor,

The consequences of the following situations or events:

- Countries in a state of civil or foreign war,
- Bodily injury and medical expenses resulting from the handling of:
  - Weapons or devices designed to explode by altering the structure of the atomic nucleus,
  - Any nuclear fuel, radioactive product or waste,
  - Or any other source of ionising radiation (in particular any radioisotope),
- Suicide or attempted suicide by the beneficiary, self-harm by the beneficiary.

### 3. Coverage for able-bodied persons

#### 3.1 Repatriation of able-bodied beneficiaries

Abroad, if the Insured is injured, ill or in the event of death, the Assistance Provider shall organise and cover the actual costs, capped at the price of the return ticket, if the ticket originally planned for the transport of able-bodied Insured Persons listed in the Special Conditions cannot be used and they are unable to return to their Home by the means originally planned, using the most appropriate means and, as a priority:

- A train ticket or, failing that,
- An economy class airline ticket.

The Assistance Provider shall also organise and cover the cost of any necessary taxi transfers.

If children under the age of 15 or dependent persons and/or persons with reduced mobility find themselves alone during repatriation following the Accident, illness or death of the Insured, the Assistance Provider shall organise and cover the presence of a relative to accompany them or, failing that, the accompaniment by a professional.

If no means of repatriation are available, the Assistance Provider will organise and cover the cost of one night's hotel accommodation, up to a limit of €150 including VAT per Insured Person, while waiting for repatriation to be organised.

#### 3.2 Early return in the event of hospitalisation of a family member

- In the event of an accident or illness resulting in hospitalisation for more than 5 days of a family member of the insured during their travel dates, or damage to the home following a disaster, IMA ASSURANCES will cover the additional costs of the initial return ticket based on a 1st class train ticket<sup>first</sup> class or economy class airline ticket + necessary connecting taxis, or a return ticket at actual cost, capped at the price of the return ticket if it is impossible to use the ticket originally planned

Otherwise, the Insured must use their originally planned return ticket. IMA ASSURANCES may reimburse any additional transport costs that may be charged.

**If the Insured is unable to send IMA ASSURANCES proof of hospitalisation or damage to their home at that time, they shall bear the costs initially and may then request reimbursement upon presentation of the necessary supporting documents and the paid invoice for transport costs. The list of supporting documents to be provided is indicated in these General Terms and Conditions.**

## 4. Death assistance cover

### 4.1 Repatriation of remains

In the event of the death of the Insured Person abroad during their trip, IMA ASSURANCES will organise and cover the cost of transporting the body from the funeral parlour at the place of stay to the place of funeral or burial in France.

Coverage includes the costs of preparing the deceased, specific transport arrangements, and a coffin up to a limit of €2,300 including VAT, in accordance with legislation and of standard quality.

If cremation is necessary at the place of death, the costs of cremation and transport of the ashes in an urn that complies with legislation and is of standard quality are covered by IMA ASSURANCES.

Other costs (ceremony, burial or cremation costs in France) remain the responsibility of the family.

### 4.2 Travel of a relative for administrative formalities

In the event of the death of the Insured during their Trip, IMA ASSURANCES will organise and cover the transport and accommodation of a family member residing in France to the place of death if necessary to complete the formalities.

The package includes return transport by train or economy class air travel and four nights' accommodation at a rate of €80 per night, including VAT.

### 4.3 Early return in the event of the death of a family member

In the event of the death of a family member of the Insured, or their professional replacement during the Travel dates, IMA ASSURANCES will organise and provide the Insured with an economy class plane or train ticket so that they can travel to the place of burial or funeral, provided that this is in France and that the Insured has informed the Assistance Provider in advance.

Similarly, IMA ASSURANCES will cover the additional costs of the ticket initially planned for the return journey, based on a 1st class train ticket<sup>ère</sup> class or economy class airline ticket + necessary connecting taxis, or a return ticket at actual cost, capped at the price of the return ticket, if it is impossible to use the ticket originally planned. **If the Insured is unable to send IMA ASSURANCES proof of death at that time, they shall bear the costs initially and may then request reimbursement upon presentation of the necessary supporting documents, as indicated in the list of supporting documents to be provided in these General Terms and Conditions, and the paid invoice for transport costs.**

## 5. Additional Assistance cover

### 5.1 Advance of funds following theft of documents or means of payment

If, following the loss or theft of means of payment, with the exception of cash, and for reasons beyond the control of the Insured, the Insured has to meet essential expenses, IMA ASSURANCES may advance up to €1,500 including VAT to enable them to meet these expenses.

This advance is made against acknowledgement of a debt repayable within 30 days and on presentation of proof from the bank informing them of their inability to deliver funds at the place of stay.

### 5.2 Legal costs abroad

Abroad, in the event of an unintentional breach of the legislation of the country in which the Insured is located, following a violation of the traffic legislation in force in the country of stay, IMA ASSURANCES will advance, **up to a limit of €3,000 including tax**, the legal fees and/or court costs that the beneficiary may incur in connection with a defence or appeal before a foreign court.

This advance is granted against acknowledgement of debt and is repayable by the Insured within 30 days of returning to their place of residence.

### 5.3 Bail abroad

IMA ASSURANCES will pay criminal, civil or customs bail, up to a limit of **€15,000 including tax**, if the beneficiary is imprisoned or threatened with imprisonment.

This advance is granted against acknowledgement of debt and is repayable by the Insured within 30 days of returning to their Home.

**5.4 Travel information** For any requests for information and advice useful for organising and ensuring the smooth running of your trip, you can contact us 24 hours a day, 7 days a week before your trip.

#### **5.5 Transmission of urgent messages**

IMA ASSURANCES will transmit messages or news from the Beneficiary to their family members or loved ones free of charge, using the fastest means possible, in the event that it is physically impossible to transmit an urgent message.

#### **5.6 Medical advice**

For any requests for information and advice useful for organising and ensuring the smooth running of your trip, you can contact us 24 hours a day, 7 days a week before your trip.

#### **5.7 Coverage of telephone costs in the event of quarantine**

IMA ASSURANCES will cover the Insured's call and mobile data costs to the assistance platform in the event of quarantine, up to a limit of €80 per person, including VAT.

#### **5.8 Essential items in the event of quarantine**

IMA ASSURANCES will reimburse the cost of essential items purchased during quarantine, up to a limit of €100 per person and €350 per family.

#### **5.9 Psychological support**

In the event of a request for psychological assistance following a traumatic event that occurred abroad during the trip caused by an act of terrorism, civil or foreign war, riots or a serious family event, IMA ASSURANCES will organise and cover up to 6 telephone consultations with a clinical psychologist for the beneficiaries of the policy.

### 5.10 Home help

In the event of medical repatriation of the Insured resulting in:

- unplanned hospitalisation of the Insured for more than 2 days,
- OR unexpected immobilisation at home for more than 5 days for the Insured.

IMA ASSURANCES will cover and organise the costs of home help, whose role is to carry out daily tasks such as cleaning, preparing meals, washing up, ironing and local shopping. Home help must be provided from the first day of repatriation and within a maximum of one month of returning home or from the first day of unexpected confinement at home.

**Reimbursement will be made by IMA ASSURANCES upon presentation of proof by the Insured, up to a limit of 20 hours of home help spread over 4 weeks.**

### 5.11 Coverage for children under 16 years of age, with no age limit for disabled children with disabilities

Upon the Insured's return to France following an Accident or Illness affecting the Insured or their Spouse that resulted in their repatriation under this policy and requiring:

- An unexpected hospitalisation of the member or their spouse lasting more than 24 hours.
- An unexpected confinement at home of the member or their spouse lasting more than 5 days.

IMA ASSURANCES will organise and cover one of the following guarantees:

- The travel, there and back, of a relative to come and look after the children at home,
- The round trip travel of the children and an accompanying adult to relatives who are able to take them in,
- The services of a professional specialising in childcare or disability, at the member's home to look after the children.

**Reimbursement will be made by IMA ASSURANCES upon presentation of proof by the Insured, up to a limit of 20 hours spread over 4 weeks.**

### 5.12 Coverage for pets

In the event of medical repatriation of the Insured resulting in:

- Unplanned hospitalisation of the Insured for more than 2 days,
- OR unexpected immobilisation at home for more than 5 days,

IMA ASSURANCES will reimburse one of the following coverages upon presentation of proof of payment :

- Care of the animal by a professional pet sitter at the Insured's home,
- OR the animal being looked after by a professional pet sitter.

Reimbursement will only cover the costs of a professional pet sitter.

**Reimbursement will be made by IMA ASSURANCES upon presentation of proof of payment by the Insured up to a maximum of €450 including VAT, with a maximum flat rate of €15 including VAT per day for pet sitting by a professional pet sitter on consecutive days from the date of medical repatriation and for a maximum of one (1) month.**

### 5.13 Grocery delivery

In the event of the Insured's medical repatriation resulting in:

- unplanned hospitalisation of the Insured for more than 2 days,
- OR the Insured's unexpected immobilisation at home for more than 5 days.

IMA ASSURANCES organises and covers the cost of one delivery per week for a maximum of 15 consecutive days when neither the insured person, their spouse nor any of their relatives are able to do the shopping.

Delivery costs are reimbursed upon presentation of proof of payment. When local availability does not allow for home delivery, IMA ASSURANCES will organise and cover the cost of delivery by taxi.

The cost of the shopping remains the responsibility of the Insured.

## III. GENERAL PROVISIONS

### Subrogation

IMA ASSURANCES is subrogated, up to the cost of the insurance granted, to the rights and actions of an Insured against Third Parties who, through their actions, have caused the damage giving rise to coverage by IMA ASSURANCES; i.e. IMA ASSURANCES will, in place of the Insured, take legal action against the party responsible if IMA ASSURANCES deems it appropriate.

### Signature

The subscription is validated by the Subscriber's electronic signature.

Electronic signature refers to any technical process that meets the requirements of the eIDAS Regulation and is used to identify the Subscriber and obtain their consent to enter into this contract, guaranteeing the link between the Subscriber's identity and the signed contract.

The Subscriber expressly agrees that, in the event of the use of the Electronic Signature service in accordance with the above, the proof file and all the elements it contains relating to this use are admissible in court and constitute proof of the data and facts it contains.

### Termination

The Insurer may terminate the contract by registered letter with acknowledgement of receipt sent to the Policyholder's address mentioned in the Special Conditions:

- If the Premium is not paid within 10 days of its due date, the Insurer may suspend cover thirty days after giving formal notice to the Policyholder. Forty days after the formal notice is sent, if payment has not been made, the contract shall be automatically terminated.
- In the event of an inaccurate risk declaration or failure to declare an increase in risk in accordance with the terms and conditions set out in Articles L.113-4 and L.113-9 of the Insurance Code.

### Premium

#### 1. Upon subscription

The Policyholder must pay the total Premium specified in the Special Conditions on the date of subscription. Payment must be made by credit card.

The Policyholder undertakes to notify the Broker in writing of any change in their bank details that could affect the payment of the premium.

## 2. Non-payment of the Premium

Failure to pay the Premium within the specified time limit will result in the suspension of cover and the Termination of the contract under the conditions set out above.

If payment of the Premium and any other sums covered by the formal notice referred to above is made during the period of suspension of the contract, the contract shall resume effect at noon on the day following the date of payment.

If payment of the Premium is made after the contract has been terminated, the Premium shall be retained by IMA ASSURANCES as compensation.

### Claims relating to a Loss and mediation

A complaint is a statement expressing dissatisfaction with the assistance guarantees provided, or with the relationship with the Insurer during the provision of such guarantees (a request for a service or benefit, a request for information or clarification, or a request for advice does not constitute a complaint).

In the event of a complaint, Insured Parties may contact the Insurer's Customer Service Department by email at [from the web site www.ima.eu, complaints](mailto:atserviceconso@ima.eu) or by post email [atserviceconso@ima.eu](mailto:atserviceconso@ima.eu) or by post at 118 avenue de Paris - CS 40 000 - 79 033 Niort Cedex 9.

The Customer Service Department undertakes to acknowledge receipt of the complaint within ten working days of its submission and to respond within a maximum of two months from the date of submission of the complaint.

If the disagreement persists after the response from Customer Services or in the absence of a response within the regulatory timeframe, the Insured Parties may refer the matter to the Insurance Ombudsman by email at the following address: [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post at the following address: La Médiation de l'Assurance - TSA 50110 - 75441 PARIS CEDEX 09. The request to the mediator must be submitted within one year of the written complaint.

### Requests for changes

For all requests for changes to the contract (change of travel dates, address, addition or removal of an Insured Party, addition or removal of optional cover, etc.), the Insured Party undertakes to notify the Broker of the changes to be taken into account in writing as soon as possible. In the event of failure to comply with this obligation, IMA ASSURANCES reserves the right to suspend the cover provided under this contract.

### Applicable law

This contract is subject to French law.

## Obligations of the Insured

### You need assistance

In order to enable us to assist you, we recommend that you prepare for your call, as you will be asked for the following information:

- Surname(s) and first name(s),
- The exact location, address and telephone number where we can contact you,
- The telephone number of the doctor on site or the hospital and the times when you can be contacted in case of medical assistance,
- Your policy number.

In case of emergency, you must call us immediately and **obtain our prior approval before taking any action or incurring any expenses.**

The Assistance Provider can be reached 24 hours a day by telephone on the following numbers:

**+ 33 5 48 20 48 06 from a country other than France,**  
**05 48 20 48 06 from France.**

(no surcharge, cost according to operator)

**IMA ASSURANCES cannot under any circumstances replace official emergency services (primary collection, police, civil protection, fire brigade) or cover the costs incurred. Furthermore, IMA ASSURANCES can only intervene within the limits of the agreements given by the local authorities.**

Assistance guarantees are implemented by the Assistance Provider or in prior agreement with it. **IMA ASSURANCES reserves the right to refuse a claim for reimbursement if it has not been informed in advance of the Insured's Claim.** IMA ASSURANCES will inform the Insured of the procedure to follow. If the Insured acts contrary to the provisions communicated, the costs incurred will remain their responsibility.

It is the responsibility of the beneficiaries to prove that all the conditions required for the implementation of the cover are met, by providing the supporting documents referred to below and, where applicable, any proof of reimbursement of all or part of the costs by another organisation. These documents and all the information provided will be used to justify the reason covered and to assess the amount of compensation. If the reason covered is medical, you may, if you wish

wish, send the medical details in a confidential envelope to our  
medical advisor - **IMA ASSURANCES - 118 Avenue de Paris - CS 40 000 - 79033 Niort Cedex 9.**

In the absence of supporting documents, or if the supporting documents provided do not prove the  
validity of the covered reason given, we are entitled to refuse your claim for compensation.

## List of supporting documents for assistance cover:

Depending on the cover, additional supporting documents may be requested.

The list of supporting documents should be adapted according to the reason for the claim	Extension of stay	Return due to death of a relative	Medical expenses Advance payment of expenses	Medical expenses Reimbursement
Copy Identity card or passport	•	•	•	•
Copy of Visa Or residence permit	•	•	•	•
Original boarding passes Boarding passes Return	•	•	•	•
Detailed medical assessment (1)	•		•	•
Initial booking invoice (2)	•		•	•
Copy of •			•	
Completed CERFA and subrogation forms			•	
Copy of reimbursement slips (3)				•
Copy of invoices (4)				•
Paid invoice for the hotel	•			
Death certificate		•		
Proof of family relationship (5)		•	•	•
Bank statement Bank		•		•
Bank statement showing the payment				•

(1) Detailed medical report: prepared on site. It must state the reason for the illness, accident or hospitalisation, the symptoms, medical history, doctor's diagnosis, treatment and the exact date of occurrence.

(2) Initial booking invoice issued by the tour operator at the time of the first payment (detailing land and transport services)

(3) Copy of reimbursement slips from supplementary health insurance providers and Social Security/or other social security organisations

- (4) Copies of invoices = Medical fees; Medicines prescribed by a doctor or surgeon during initial treatment; Hospitalisation costs; Ambulance costs prescribed by a doctor on site for local travel, dental emergencies, hotel accommodation, rental accommodation.  
 (5) Proof of family relationship: sworn statement or copy of family record book.

### List of supporting documents for assistance cover:

Depending on the cover, additional supporting documents may be requested.

The list of supporting documents should be adapted according to the reason for the request	Cash advance / Assistance in the event of theft or loss of documents	Deposit for abroad	Legal costs	Psychological assistance	Home help	Transfer of children to a relative	Pet care	Search costs/rescue costs
Copy Identity card or passport	•	•	•	•	•	•	•	•
Copy of visa Or residence permit	•	•	•	•	•	•	•	•
Original boarding passes Boarding passes Return	•	•	•	•	•	•	•	•
Detailed medical assessment (6)					•	•	•	
Paid invoice for the service provided by the practitioner					•	•	•	•
Hospital status report (in the event of hospitalisation)					•	•	•	
Proof of family relationship (7)	•	•	•	•	•	•		
Repatriation certificate					•	•	•	
Bank statement Bank	•	•	•		•	•	•	•
Bank statement showing the payment					•		•	•
Police report of theft	•							

(6) Detailed medical report: drawn up on site. It must state the reason for the illness, accident or hospitalisation, the symptoms, medical history, doctor's diagnosis, treatment and the exact date of occurrence.

(7) Proof of family relationship: sworn statement or copy of family record book.

## List of supporting documents for insurance cover:

Depending on the cover, additional supporting documents may be requested.

The list of supporting documents should be adapted according to the reason for the request	Cancellation due to illness/accident/death	Interruption of stay
Copy Identity card or passport	•	•
Original return boarding passes	•	•
Detailed medical report (1)	•	•
Initial booking invoice (2)	•	
General terms and conditions of sale for the services booked (3)	•	
Completed payment verification form	•	•
Proof of reimbursement from the host or organiser		•
Paid invoice (4)		•
Cancellation invoice	•	
Proof of family relationship (5)	•	•
Copy of sick note	•	
Copy of prescriptions (6)	•	
Bank account details	•	•
Certificate of repatriation or early departure		•
Death certificate	•	•
Quarantine order (7)	•	

(1) Detailed medical report: drawn up on site. It must state the reason for the illness, accident or hospitalisation, the symptoms, medical history, doctor's diagnosis, treatment and exact date of occurrence.

(2) Initial booking invoice issued by the tour operator upon the first payment, detailing the land and transport services

(3) General terms and conditions of sale for the services booked, mentioning the tour operator's cancellation policy

(4) Paid invoice for the purchase of tickets, activities and accommodation costs

(5) Cancellation invoice stating the date of purchase, the date of cancellation, the amount refunded by the tour operator and the amount remaining payable by the Insured.

(6) Copy of prescriptions including proof of payment for prescribed medication or, where applicable, tests and examinations carried out.

(7) Quarantine order clearly stating the reason for and duration of the quarantine.

## List of supporting documents for insurance coverage:

Depending on the cover, additional supporting documents may be requested.

The list of supporting documents should be adapted according to the reason for the request	Loss/Theft/Damage to Baggage	Delayed Baggage Delivery	Delayed departure (plane or train)
Copy Identity card or passport	•	•	•
Original return boarding passes	•	•	•
Baggage check-in ticket	•	•	
Initial booking invoice (1)			•
Completed payment verification form	•	•	•
Proof of reimbursement from the host or organiser	•	•	
Paid invoice (2)	•		•
Copy of the insurance policy (3)	•		
Bank account details	•	•	•
Completed late payment form			•
Certificate of transport delay (4)			•
Report	•		
Transport documents (5)	•	•	

(1) Initial booking invoice issued by the tour operator upon the first payment, detailing land and transport services

(2) Paid invoice for the purchase of tickets, activities and accommodation costs

(3) Copy of the insurance policy taken out for the equipment concerned, clearly stating the date on which the insurance was taken out, as well as a list of the equipment concerned and the amount covered.

(4) A dated delay certificate issued by the transport company stating the duration, reason for the delay and arrival time of the transport affected by the delay.

(5) In the event of lost luggage: A copy of the report of irregularities issued by the carrier or the reservation form completed with the carrier, in the event of total or partial damage: a copy of the damage report made with the carrier.

When IMA ASSURANCES covers the cost of medical transport for an Insured Person or transport for a Beneficiary, the Beneficiary who has a transport ticket that is refundable if not used undertakes, in accordance with the terms and conditions of the transport ticket, to request a refund and to pay the amount to IMA ASSURANCES.

Failing this, the holder of the ticket is personally liable to compensate IMA ASSURANCES for the amount that they would have obtained if they had exercised their right to reimbursement.

The refund or, where applicable, the compensation is payable within 40 days of the date of the refund request or, where applicable, the date of the compensation request, subject to receipt of the complete file.

Any non-covered services that IMA ASSURANCES agrees to provide at the request of an Insured Party shall be considered an advance payment to be reimbursed by the Insured Party within 30 days of their return to their Home or within one month of their repatriation if they have not returned to their Home by the end of this period.

## **IV. GENERAL EXCLUSIONS FROM ALL COVER**

- **The following are not covered Pre-existing or chronic illnesses that have relapsed or worsened in the 6 months prior to the purchase of the insurance policy.**
- **Business trips or any other type of trip other than leisure travel.**
- **Expenses incurred without the prior agreement of IMA ASSURANCES, not covered by this contract and, in all cases, not justified by original documents.**
- **Claims caused by fraud or bad faith on the part of the Insured Party**
- **Claims arising from terrorism, wars (civil or foreign), whether declared or not, demonstrations, riots and popular movements, sabotage, civil unrest and uprisings are expressly excluded. In addition, with the exception of the "Missed Correspondence" cover, claims arising from strikes are also excluded.**
- **When access to a country is prevented by a foreign government,**
- **Claims resulting from the Insured's participation in bets, challenges or fights, except in cases of self-defence.**
- **Claims resulting from depression, anxiety, stress and mental or nervous disorders,**
- **Claims resulting from the consumption of alcohol in excess of the authorised limit, drugs and narcotics, unless they have been prescribed by a doctor and consumed in the manner indicated by the doctor,**
- **Any effect of a source of radioactivity, as well as conscious disregard of official prohibitions,**
- **Claims caused by radiation resulting from nuclear transmutation or disintegration or those related to radioactivity of any kind, as well as those related to biological or chemical agents,**
- **Costs or expenses incurred by the Insured as a result of a Claim made to a tour operator, travel agency, airline or the Insurer,**

- **Any economic loss recoverable under another insurance policy. In the event of partial recovery under another insurance policy, this cover will cover the difference up to the maximum compensation limit.**
- **Restaurant and hotel expenses other than those covered by the contract,**
- **Claims caused by earthquakes, tidal waves, extraordinary floods, volcanic eruptions, atypical cyclonic storms and falling celestial bodies and aerolites, in addition to the "major weather events" assistance cover.**
- **Complete cessation of activities by a travel organisation due to its financial situation, with or without filing for bankruptcy.**
- **Participation, even as an amateur, in races, competitions and their preparatory trials involving motor vehicles (water or land, except for second category tourist rallies), or in the following sports considered dangerous: the use of private aircraft as a pilot or passenger, parachuting, microlight flying, hang gliding, paragliding, ski jumping, mountaineering, alpine climbing, rock climbing, ice climbing, rock climbing, caving, scuba diving beyond a depth of 40 metres, the use of a two- or three-wheeled land motor vehicle with an engine capacity exceeding 125 cm<sup>3</sup> and record attempts, skateboarding, base jumping, speed riding, snow kiting, extreme skiing, freeriding, bicycle motocross, motocross, combat sports, polo, American football, gliding, bungee jumping, kite surfing, scuba diving with self-contained breathing apparatus, diving without an instructor.**

## V. RIGHT OF WITHDRAWAL

### Have you taken out travel insurance and wish to cancel it?

#### 1. Cancellation in the event of multiple insurance policies

In accordance with Article L112-10 of the French Insurance Code, an Insured who takes out an insurance policy for non-professional purposes that supplements a good or service sold by an intermediary may cancel said policy without incurring any costs or penalties, provided that it has not been fully executed and that the Insured has not made any claims. This cancellation must take place within fourteen (14) calendar days of the conclusion of this contract.

#### 2. Cancellation in the case of distance selling

In accordance with Article L112-2-1 of the Insurance Code, a right of withdrawal applies to insurance policies taken out at a distance, in particular those sold online, without the simultaneous physical presence of the parties to the contract, door-to-door selling or outside the seller's usual place of business.

The Policyholder has a period of fourteen (14) calendar days from the conclusion of this contract without giving any specific reason or paying any penalties. This period runs from the conclusion of the contract or receipt of the contractual documents. This right of withdrawal does not apply to contracts that have been fully performed or where the Insured has not made use of any cover.

In this case, the total premium is due.

This right of withdrawal does not apply to Travel or Luggage insurance contracts or similar short-term insurance policies with a duration of less than one month.

## VI. PROTECTION OF PERSONAL DATA

**PHENOMEN**, a simplified joint stock company with capital of €10,000, whose registered office is located at 141 AVENUE DE WAGRAM, registered with the Paris Trade and Companies Register under number 833 740 699 and with ORIAS under number 18000514, as an ancillary insurance intermediary under the conditions set out in Article L513-1 of the French Insurance Code, collects, as Data Controller, all or part of the following categories of data, in connection with the subscription and management of the assistance contract:

- data relating to the identification of the policyholder and, where applicable, the insured parties under the contract;
- data relating to family circumstances;

- data necessary for the subscription and application of the contract as well as for the monitoring of the contractual relationship.

IMA ASSURANCES, a public limited company with fully paid-up capital of €157,000,000, governed by the French Insurance Code, with its registered office at 118 avenue de Paris - CS 40 000 - 79033 Niort Cedex 9, registered in the Niort Trade and Companies Register under number 481.511.632, subject to supervision by the Prudential Control and Resolution Authority located at 4 place de Budapest, CS 92459, 75436 PARIS CEDEX 09, collects, in its capacity as Data Controller, all or part of the following categories of data, within the framework of the performance of the assistance contract:

- information necessary for the provision of assistance services;
- location data of persons or property: in this context, a mobile device geolocation service, subject to the prior consent of the Insured, may be offered in order to provide assistance services more effectively. In any event, journeys are not tracked;
- where applicable, data relating to lifestyle, physical condition and health for the purposes of implementing the personalised support programme for which the Insured gave their consent when taking out the policy or implementing the assistance services;
- medical data for which the Insured has given their consent when taking out the contract or implementing the assistance services.

This data is used by the Broker and IMA ASSURANCES, each within their respective scope:

- for the purposes of contractual performance for:
  - the subscription and management of contracts;
  - the execution of contracts and particular the provision of assistance services assistance services;
  - the exercise of remedies and the management of complaints and disputes;
- in the legitimate interest of the data controller, unless the Insured objects to the contact details mentioned below:
  - the preparation of statistics, technical studies and marketing analyses, in particular to optimise business processes, improve the Insured Party's experience by optimising the customer journey, provide offers that are more suited to the market and monitor the quality of the services provided;
  - operations relating to customer management, in particular relationship monitoring (e.g. conducting satisfaction surveys, recording calls);

- launching prevention campaigns (e.g. alerts related to the occurrence bad weather);
- telephone and postal marketing. The Insured may opt out of receiving commercial marketing calls by registering free of charge on the telephone marketing opt-out list on the website: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) or by post to Société Opposetel - Service Bloctel - Bâtiment A1 2-98 bd Victor Hugo, 92110 Clichy. This registration prohibits professionals from contacting them by telephone, except in the case of pre-existing contractual relationships;
- within the framework of legal obligations:
  - the implementation of anti-fraud measures. If an anomaly, inconsistency or report is detected, the person may be added to a list of individuals presenting a fraud risk;
  - responding to official requests from a public authority or judicial authority with the appropriate powers;
  - the fight against money laundering and terrorist financing. In this regard, the monitoring of contracts may result in the drafting of a suspicious activity report in accordance with the relevant provisions of the law;
  - the deployment of anti-corruption measures;
  - the management of requests for rights (access, opposition, etc.).

With the consent of the Insured, this data may be used for electronic marketing purposes in order to offer them products that are equivalent or complementary to the assistance service.

This data may be transmitted by IMA ASSURANCES or made available to the following entities, who need to know it and within the limits of their respective powers:

- distributors and service providers responsible for managing the client portfolio;
- service providers responsible for providing assistance services, as well as any parties involved in the assistance operation, including authorities for obtaining any necessary authorisations. Some assistance providers may act as data controllers; in this case, they collect and process the personal data they receive in accordance with their own privacy policy;
- technical subcontractors for IT administration and maintenance operations  
;
- to entities of the IMA Group acting as subcontractors for the purposes referred to above;
- to trade unions and professional federations for operations managed by or at the initiative of these organisations;

- to the Broker for activity reporting purposes, with the exception of any medical data and unless notified otherwise to the contact details below.

In addition, they may be shared with other insurers as part of a professional scheme aimed at combating fraud, for which ALFA (the Agency for the Fight against Insurance Fraud) is the data controller. The pooled data consists of data relating to motor insurance policies and claims reported to insurers. In this context, the data is intended for authorised ALFA staff and organisations directly affected by fraud (insurance organisations, judicial authorities, ministerial officers, court officials, third-party organisations authorised by law or regulation). To exercise their rights in relation to this processing, beneficiaries may contact ALFA at 1 rue Jules Lefebvre, 75431 Paris Cedex 09.

They may be transferred outside the European Union in the event of a triggering event occurring outside this territory and/or be accessible from countries outside the European Union in the context of IT administration and maintenance operations.

Under no circumstances will the data be transferred to a third party for commercial purposes. The data stored in the personal digital space is not accessible to anyone except authorised administrators in the context of portal administration and maintenance operations.

Health data is stored by a health data host for the entire duration of the contract; it is then archived for the duration of the prescription period.

The request for benefits to be provided implies the beneficiaries' express authorisation for IMA ASSURANCES to disclose any medical information that may be collected to any professional who needs to know it in order to carry out the task entrusted to them. Under these conditions, the Insured Parties acknowledge that they release healthcare professionals who may be involved in the provision of cover from their obligation of professional secrecy regarding medical information.

In the event that the Insured provides information about third parties, the Insured undertakes to inform them of the use of their data as defined in this article.

Recordings or double listening are carried out on some of the calls made to IMA ASSURANCES assistance services in the context of:

- employee skills development;
- monitoring advice and customer relationship quality;
- the compilation of factual information that can be used for prevention and resolution of disputes, litigation and pre-litigation;
- protecting employees in the event of verbal abuse and incivility towards them;

- conducting experiments related to management and quality monitoring objectives, as well as analysing conversations using artificial intelligence techniques;
- the management of requests to exercise your rights;
- implementing control mechanisms, particularly in the fight against fraud and corruption.

These recordings are intended solely for authorised personnel at IMA ASSURANCES and may be transmitted to and/or accessed by technical service providers involved in the implementation and analysis of telephone conversations. The Insured may object to this by informing the advisor during telephone contacts.

The data is kept for a maximum of the duration of the contractual relationship plus the applicable limitation periods. It is then anonymised for statistical purposes. Recordings are kept for a period of six months, except in the event of a dispute, in which case they are kept for the duration of the dispute and until all avenues of appeal have been exhausted.

For purposes subject to consent, the Insured may withdraw their consent at any time by contacting the Data Protection Officer at the address below. In this case, they agree to no longer benefit from the associated services.

Under the conditions provided for by law, the Insured has the right to access, rectify, delete, restrict, transfer and object to the use of their personal data. They may exercise these rights, subject to providing proof of identity, by contacting: IMA GIE - Legal Affairs Department – Data Protection Officer - 118 avenue de Paris – 79000 Niort – [dpo@ima.eu](mailto:dpo@ima.eu) .

The Insured has the right to lodge a complaint with the competent personal data protection supervisory authority if they consider that the processing of personal data concerning them constitutes a violation of legal provisions.

## VII. RESTRICTIVE CONDITIONS OF APPLICATION

### Limitation of liability

**The Assistance Provider cannot be held liable for any professional or commercial damage suffered by an Insured Party as a result of an incident requiring the intervention of the assistance services.**

**The Assistance Provider cannot replace local or national emergency or search and rescue organisations and does not cover the costs incurred as a result of their intervention, unless otherwise stipulated in the contract.**

**In the event of a claim, IMA ASSURANCES shall not be liable for any decisions or actions taken by the Insured that contradict its instructions or those of its medical team.**

IMA ASSURANCES will cover the costs described in the General Terms and Conditions and within the established limits.

Events with the same cause and occurrence will be considered as a single Claim.

IMA ASSURANCES will reimburse the costs incurred by the Insured and covered by the policy or will pay compensation within 40 days of the date of the request for reimbursement or, where applicable, the date of the request for compensation, subject to receipt of the complete file.

### **Exceptional circumstances**

The Assistance Provider undertakes to use all means at its disposal to provide all the cover provided for in the agreement.

However, it is understood that its commitment is based on an obligation of means and not of results, given the context in which the cover may be provided.

**As such, the Assistance Provider cannot be held liable for non-performance or delays caused by civil or foreign war, whether declared or not, general mobilisation, requisitioning of men and equipment by the authorities, any acts of sabotage or terrorism, social conflicts such as strikes, riots, popular movements, restrictions on the free movement of goods and persons imposed by any competent authority, natural disasters, the effects of radioactivity, epidemics, geographical areas with health risks, and all cases of force majeure rendering the performance of the contract impossible.**

### **False declaration**

Any intentional misrepresentation by the Insured upon the occurrence of a covered event shall result in the loss of the right to coverage. It is the responsibility of the Assistance Provider to establish the fraudulent nature of the representation.

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