

GENERAL & SPECIAL
CONDITIONS



SANITARY PROTECTION INSURANCE

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In case of legal problems with this contract, only the French version will be taken into consideration.

POLICY No.

☐ SANITARY PROTECTION CANCELLATION

☐ SANITARY PROTECTION CANCELLATION & ASSISTANCE

☐ HOTEL EXPENSES €150 FOLLOWING QUARANTINE OPTION

☐ HOTEL EXPENSES €300 FOLLOWING QUARANTINE OPTION

THE ADMINISTRATIVE MANAGEMENT OF THIS CONTRACT HAS BEEN ENTRUSTED TO ASSUREVER, INSURANCE BROKER, REGISTERED WITH ORIAS (REGISTER OF INSURANCE INTERMEDIARIES) UNDER NUMBER: 07 028 567 (WWW.ORIAS.FR).

ASSUREVER LEGAL MENTIONS: https://public.assurever.com/Mentions_legales.jpg.

ASSUREVER IS SUBJECT THE SUPERVISION OF THE FRENCH PRUDENTIAL CONTROL AUTHORITY (ACPR), LOCATED AT 4 PLACE DE BUDAPEST - CS 92459 - 75436 PARIS CEDEX 09, FRANCE.

THE COVERAGE PROVIDED BY YOUR CONTRACT, WITH THE EXCEPTION OF ASSISTANCE SERVICES, IS GOVERNED BY THE FRENCH INSURANCE CODE.

YOUR CONTRACT INCLUDES THE PRESENT GENERAL TERMS AND CONDITIONS, COMPLETED BY YOUR SUBSCRIPTION CERTIFICATE. AMONG THE COVERAGE DESCRIBED HEREAFTER, THE COVERAGE YOU HAVE PERSONALLY SELECTED IS INDICATED IN YOUR SUBSCRIPTION CERTIFICATE, ACCORDING TO THE FORMULA TO WHICH YOU HAVE SUBSCRIBED AND FOR WHICH YOU HAVE PAID THE CORRESPONDING PREMIUM.

PLEASE READ YOUR GENERAL TERMS AND CONDITIONS CAREFULLY. THESE INDICATE OUR RESPECTIVE RIGHTS AND OBLIGATIONS AND PROVIDE ANSWERS TO QUESTIONS YOU MAY HAVE.

IMPORTANT

In the event of a Claim requiring a cancellation, you must cancel your booking with your travel operator as soon as you become aware of it.

To be entitled to the "Cancellation of trip" cover or any of the other Insurance benefits of this policy, you must send us your notice of claim within five working days following the occurrence of the event to:

ASSUREVER
Service Gestion Clients
TSA 52216
18039 BOURGES CEDEX
Tél. : +33 1 73 03 41 01
Mail : gestion@assurever.com

To be entitled to assistance cover under this policy, it is **ESSENTIAL** that you first contact the public emergency services and then contact **MUTUAIDE Services** prior to any intervention or personal initiative in order to obtain an incident number which will be needed for us to bear the expenses of providing assistance.

Your policy : **2882**

MUTUAIDE Services 24h/24 et 7j/7

Telephone number from France: 01 55 98 51 51

Telephone number from abroad: +33 1 55 98 51 51

TABLE OF LIMITS OF COVER (SPECIAL CONDITIONS)

SANITARY PROTECTION CANCELLATION

This guarantee complements a Cancellation or Multi-risk formula.

BENEFITS	AMOUNTS INCL. TAX maximum per person
Cancellation of trip <ul style="list-style-type: none">Serious illness in case of epidemic or pandemicCancellation in the event of lack of vaccination against Covid-19Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check<ul style="list-style-type: none">↳ Excess	<ul style="list-style-type: none">• €8,000 per person and €30,000 per event• 20% of the amount of cover with a minimum of €50 per person

SANITARY PROTECTION CANCELLATION & ASSISTANCE

This guarantee complements a Multi-risk formula.

BENEFITS	AMOUNTS INCL. TAX maximum per person
Cancellation of trip <ul style="list-style-type: none"> Serious illness in case of epidemic or pandemic Cancellation in the event of lack of vaccination against Covid-19 Cancellation for refusal on boarding at the airport, train station, bus station or departure ferry terminal following a temperature check ↳ Excess 	<ul style="list-style-type: none"> €8,000 per person and €30,000 per event 20% of the amount of cover with a minimum of €50 per person
Assistance Sanitary Protection <ul style="list-style-type: none"> Pre-departure teleconsulting Repatriation or sanity transport (including epidemic or pandemic) Impossible return Hotel expenses due to impossible return Hotel expenses following quarantine <ul style="list-style-type: none"> Hotel expenses €150 following quarantine <u>if subscribe extension</u> Hotel expenses €300 following quarantine <u>if subscribe extension</u> Medical expenses abroad including epidemic or pandemic ↳ Excess Taking charge of a local telephone package Psychological support Substitute suitcase Home help Delivery of household goods Psychological support following repatriation 	<ul style="list-style-type: none"> 1 call Actual costs €1,000 maximum per person and €50,000 maximum per group Hotel costs €80 per night (maximum 14 nights) Hotel costs €80 per night (maximum 14 nights) Hotel costs €150 per night (maximum 14 nights) Hotel costs €300 per night (maximum 14 nights) €150,000 per person €30 per person Up to €80 6 consultations per event €100 maximum per person and €350 maximum per family 15 hours spread over 4 weeks 1 delivery per week (maximum 2 weeks) 6 interviews per event
Interruption of trip <ul style="list-style-type: none"> In the event of hospitalization for an epidemic / pandemic In the event of forced quarantine due to an epidemic / pandemic 	<ul style="list-style-type: none"> Prorata temporis (excluding transport)

EFFECTIVE DATES AND DURATION OF COVER

GUARANTEE	DATE OF EFFECT	EXPIRY OF COVER
CANCELLATION OF TRIP	The date of taking out this insurance policy	The departure date
OTHER COVER	The departure date	The last day of the trip

The duration of validity of all cover corresponds to the dates as indicated in the Special Provisions up to a maximum of 366 consecutive days, with the exception of the "Cancellation of Trip" cover which takes effect on the date of taking out this insurance policy and expires as soon as the last insured benefit has commenced.

Cover must be taken out on the date of booking the trip or at the latest on the day preceding the date of application of the cancellation penalties specified in the travel operator's schedule.

SANITARY PROTECTION CANCELLATION is only valid if you have subscribed to it in addition to a "Cancellation" or "Multi-risk" formula which has at least Cancellation Insurance guarantees, and you have paid the corresponding premium.

SANITARY PROTECTION CANCELLATION & ASSISTANCE is only valid if you have subscribed to it in addition to a "Multi-risk" formula which has at least Cancellation Insurance guarantees and Repatriation Assistance and Medical Expenses Abroad, and you have paid the corresponding premium.

THE INSURANCE AND ASSISTANCE IN GENERAL

The purpose of this insurance and assistance policy is to insure the policyholder during his or her travel, subject to the terms and conditions set forth hereunder.

As with any insurance and assistance policy, it includes both rights and obligations for both you and ourselves. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

DEFINITIONS

Abroad

"Abroad" designates the entire world with the exception of the country of origin.

Accident

A sudden and unforeseen event causing non-intentional injury to any natural person, resulting from a sudden and external cause and preventing that person from travelling by his or her own means.

Assistance provider

COWEN Insurance Company Limited, Risk Insurer under the insurance and assistance contract n°2882 subscribed through the intermediary ASSUREVER, entrusts the execution of the assistance services, as provided for in the general provisions of this contract, to MUTUAIDE Services, whose head office is located at 126 rue de la piazza, CS 20010 - 93160 Noisy Le Grand CEDEX. Social capital €100,000. A company registered with the Trade and Companies Register of Bobigny under the number 480 118 587.

Cancellation

The full and unconditional cancellation of the trip booked by you, as a consequence of reasons and circumstances covered by us which are listed under the heading "Cancellation of Trip".

Claim

A random event which gives rise to cover under this policy.

Country of origin

Your country of origin is your country of domicile.

Cruise

Voyage for tourism on board a liner or yacht.

Domicile

The Insured Person's domicile must be in France, one of the member countries of the European Union, United Kingdom, Switzerland, Norway, Monaco, Andorra, Liechtenstein, San Marino or Gibraltar. Domicile means the Insured Person's habitual place of residence as appearing on his or her income tax declaration.

Epidemic

Abnormally high incidence of a disease during a given period and in a given region.

Excess

The sum for which you are responsible in the settlement of a claim.

Flight confirmation

The formality allowing for the validation of the ticket and the reservation of seats.

The procedures are as defined in the operator's terms and conditions of sale.

France

"France" means mainland France, Corsica, French Overseas Departments and French Overseas Collectivities.

Free Movement of Services (FMS)

The operation by means of which an insurance undertaking in one member state of the European Economic Community covers, from its registered office or from a place of business situated within a member state, a risk within the territory of another member state.

French Overseas Collectivities

French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint-Barthélemy and Saint-Martin.

French Overseas Departments

Guadeloupe, French Guiana, Martinique, Mayotte and Réunion.

Illness

Sudden and unpredictable deterioration of health identified by a competent medical authority.

Insolvency of the airline company

A situation where a traveller holding valid tickets is not entitled to the intended flights where:

- following its compulsory liquidation, cessation of the airline company's activities leads to the unannounced cancellation of flights
- no alternative arrangement is provided to the traveller by the organiser or the airline company

Insured Person

The Insured Persons, hereafter designated by the term "You", are the natural persons travelling with the Policyholder who has taken out this policy on their behalf. These persons must have booked their trip at a sales point located within the geographical area covered by the Free Movement of Services provisions.

Insurer

COWEN Insurance Company Limited, Level 3, Gasan Centre, Triq Il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta. Registered in Malta No. C 55905. COWEN Insurance Company Limited is authorised et regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malte. Téléphone : (+356) 21441155 - <https://www.mfsa.mt/>

Luggage

Travel bags, cases and trunks and their contents, excluding articles of clothing which you are wearing or carrying.

Maximum per event

Where the same cover operates in favour of more than one insured victim of the same event and insured under the same Special Provisions, cover is limited in all cases to the maximum under that head of cover, regardless of the number of victims. The claim will be accordingly reduced and paid in proportion to the number of victims.

Member of the family

A spouse, co-habitee, civil partner, ascendant or descendant relative, father-in-law, mother-in-law, sister, brother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece of the Insured Person or of his or her spouse and the legal guardian of the Insured Person and his or her spouse.

Natural disaster

A phenomenon such as an earthquake, volcanic eruption, tidal wave, flood, typhoon, hurricane, cyclone or natural cataclysm caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

Non-scheduled charter flight

A non-scheduled flight carried by a tourist organisation.

Pandemic

Epidemic that develops over a vast territory, transcending borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Policyholder

The organiser of the trip, having his or her domicile within the geographical area covered by the Free Movement of Services provisions, who takes out this policy on behalf of other beneficiaries, hereafter referred to as the Insured Persons.

Rail ticket

Tickets for transport by rail.

Scheduled flight

A planned flight by a commercial airline, the precise timetables and frequencies of which are compliant with those published in the ABC World Airways Guide.

Serious illness

Sudden and unpredictable deterioration of health identified by a competent medical authority leading to the prescription of medication and including the interruption of all professional or other activities.

Special provisions

A document duly completed and signed by the Insured Person containing his or her surname and first name, address, travel dates, country of destination, period of cover, price of journey inclusive of tax, the date of the document and the insurance option taken and the corresponding premium. In the event of a claim, only insurance in respect of which the corresponding premium has been paid is taken into account.

Spouse

Spouse means:

- a person married to the Insured Person and not legally separated;
- a person living as if married with the Insured Person, in the same household and with the same common interests as a married couple;
- the co-signatory of a civil union with the Insured Person.

Terrorist attack

Any act of violence constituting a criminal or unlawful attack against persons and/or property in the country in which you are staying, aimed at seriously disrupting public order by intimidation and terror, and the subject of media coverage. This "terrorist attack" must be documented by the French Ministry of Foreign Affairs.

Trip

Sea or river cruise as well as all the accompanying services (transport, pre- and post-cruise stays) booked with the voyage organiser of which the dates, destination, and costs are in the Special Conditions

TERRITORIAL APPLICATION OF COVER

Cover applies worldwide.

The following are excluded: countries identified by the French Ministry of Foreign Affairs as being in a state of civil or foreign warfare, known political instability, suffering reprisals, restrictions to the free movement of persons and goods for any reason whatsoever, including issues of public health and safety and meteorological conditions, countries affected by acts of terrorism, natural disasters, the release of nuclear radiation or countries undergoing any other event of force majeure.

HOW DO YOU USE OUR SERVICES?

→ DO YOU NEED ASSISTANCE?

In the event of an emergency, it is essential that you contact the emergency services for all problems within their responsibility. For us to be able to assist, we recommend that you prepare your call.

We will ask you for the following information:

- your surname(s) and first name(s);
- your policy number: **2882**
- your exact location and an address and telephone number where we can reach you.

You must:

- contact the Assistance Centre without delay at: **01 55 98 51 51** (+ 33 1 55 98 51 51 from abroad);
- obtain our prior approval before making any arrangement or incurring any expense;
- comply with our instructions;

- provide us with all information relating to the policy taken out by you;
- provide us with the original proofs of payment of the expenses for which reimbursement is being claimed.

What are the conditions of application for the benefits and the cover?

- We reserve the right to require all proof necessary (death certificate, proof of domicile, certificate of co-habitation, proof of expenditure etc.) in support of your request for assistance.
- Any expense incurred without our approval will not be reimbursed or funded later.
- An event caused by a pre-existing illness and/or injury diagnosed and/or treated, for which you have been hospitalised for a continuous period, for one day or for out-patient treatment during the 6 months preceding the request for assistance will not be covered where the event is a manifestation or aggravation of the said condition.
- Where the assistance provider arranges assistance in the absence of proof, as the result of insufficient or incorrect details regarding the information that must be delivered to the assistance provider, the costs of assistance thus incurred by the assistance provider will be re-invoiced to the Policyholder and payable upon receipt of the invoice, it being the Policyholder's choice whether to recuperate this payment from the person asking for the assistance if the latter is not the Insured Person.

WHAT MUST YOU DO WITH YOUR TRAVEL TICKETS?

Where transport is arranged and the cost is covered under the terms of the policy, you undertake either to reserve us the right to use your travel ticket(s) or to reimburse us for the payments for which you will be reimbursed by the issuer of your travel ticket(s).

→ DO YOU WISH TO MAKE A CLAIM UNDER THE POLICY?

Within 5 days in all cases, you or a person acting on your behalf must contact ASSUREVER, by e-mail, telephone or post:

ASSUREVER

Service Gestion Clients

TSA 52216

18039 BOURGES Cedex

Tel.: + 33 1 73 03 41 01

E-mail: gestion@assurever.com

Offices open from Monday to Friday from 9:00am to 6:00pm

CUMULATION OF COVER

Where the risks covered by this policy are covered by another insurance policy, you must notify us of the name of the insurer with whom another policy has been taken out (Article L121-4 of the Insurance Code) as soon as you are aware of this information and at the latest when making a claim.

FALSE DECLARATIONS

Where it affects the nature of the risk or diminishes our assessment of it:

- any concealment or intentionally false declaration by you will render the policy null and void. The premiums paid will be retained by us and we will be entitled to require the payment of any premiums due, as provided for by Article L113-8 of the Insurance Code
- any omission or inaccurate declaration by you the bad faith of which is not established will result in the termination of the policy 10 days after you have been served with a notice by registered post and/or a reduction of cover in accordance with Article L113-9 of the Insurance Code.

FORFEITURE OF RIGHT TO BENEFITS AND COVER FOR MAKING A FRAUDULENT DECLARATION

In the event of a Claim or a request for assistance (as provided for in these General Provisions), if you knowingly use inaccurate supporting documents or use fraudulent means or make inaccurate or incomplete declarations, you will forfeit all right to the assistance benefits and policy cover provided under these General Provisions for which these declarations are required.

WHAT ARE THE LIMITATIONS IN CASES OF FORCE MAJEURE OR SIMILAR EVENTS?

We cannot in any circumstances replace local organisations in the event of an emergency.

We cannot be held liable for any failures or delays in the provision of the services as the result of force majeure or events such as:

- civil or foreign wars, known political instability, civil disturbance, riots, attacks, acts of terrorism, piracy, reprisals,
- recommendations of the W.M.S. or national or international authorities or restrictions on free movement for any reason whatsoever, including issues of public health and safety, meteorological conditions, restriction or prohibition of air traffic,
- strikes, explosions, pollution, natural disasters, the release of nuclear radiation or any radiation from a source of energy of a radioactive nature,
- delays and/or impossibility in obtaining administrative documents such as entry and exit visas, passports, etc. that are necessary for your travel within or outside the country where you are located or for your entry into a country to which you are directed by our doctors for hospitalisation,
- use of the local services or of any services which we are obliged to use under local and/or international legislation,
- the non-existence or non-availability of technical or human resources to provide transport (including the refusal of assistance).

EXCEPTIONAL CIRCUMSTANCES

Passenger transport undertakings (especially by airlines) are likely to impose restrictions on persons with certain medical conditions or pregnant women, applicable at the time of boarding and likely to change without notice (thus, medical examinations and certificates etc. may be required by airlines). Accordingly, the repatriation of such persons can only be undertaken where transport is not refused, and of course, where there is no unfavourable medical opinion (as defined as and in accordance with the provisions of the section "TRANSPORT/REPATRIATION") with regard to the health of the Insured Person or the unborn child.

EXCLUSIONS COMMON TO ALL COVER

The policy's general exclusions are the exclusions common to all of the assistance benefits and the cover described in these General Provisions.

The following are exclusions:

- civil or foreign wars, riots, popular movements, attacks, acts of terrorism, hostage taking;
- the voluntary participation of an Insured Person in riots, strikes, altercations or assaults;
- the consequences of atomic radiation or any radiation from a source of energy of a radioactive nature;
- pollution, natural disasters;
- the consequences of using medicines, drugs, narcotics and similar products where not medically prescribed, and alcohol abuse;
- epidemics and pandemics, unless otherwise stipulated in the guarantee;
- any intentional act by you in order to give rise to a claim under the policy.

EXPERT LOSS AND DAMAGE ASSESSMENT

In the event of disagreement between the parties, each shall choose an expert. If the experts appointed are not in agreement, a third expert shall be appointed by the Presiding Judge of the court having jurisdiction at the Insured Person's place of domicile. This appointment of an expert is by means of a simple request by the first party to act made at least 15 days after a formal notice by registered post with acknowledgement of delivery has been sent to the other party.

Each party shall pay the expenses and fees of their expert and, where applicable, half of the fees of the third expert and the expenses of his or her appointment.

No action may be taken against the Insurer unless the third expert has resolved the disagreement.

SUBROGATION

In accordance with the provisions of Article L.121-12 of the Insurance Code, the Insurer is subrogated, up to the limit of any sum it has paid, in the rights and actions of the Insured Person vis-a-vis third parties.

The Assistance Provider is subrogated under the terms of the Insurance Code in the rights and actions of the Policyholder and the Insured Person against any person liable for the Claim up to the amount of the expenses incurred by it.

Similarly, where the total or a part of the benefits provided under the policy cover is fully or partially covered by an insurance policy, a healthcare insurance provider, social security or any other body, the Assistance Provider is subrogated in the rights and actions of the Insured Person vis-a-vis the bodies and in respect of the policies abovementioned.

WHAT ARE THE LIMITATION PERIODS?

In accordance with the provisions of Articles L114-1 et seq of the Insurance Code, any legal action deriving from an insurance policy is statute limited to two years with effect from the event giving rise thereto.

However, this time limit starts to run:

- 1) In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only from the date on which the Insurer becomes aware thereof;
- 2) In the event of a Claim, only from the date on which those concerned became aware of it, if they are able to prove that they were unaware of it until then.

Where legal action by the Insured Person against the Insurer arises from a third party's deposition, the limitation period runs only from the date on which that third party issued proceedings against the Insured Person or was compensated by the latter. The limitation period is increased to ten years in insurance policies covering accidents to persons where the Beneficiaries are the heirs and assigns of the deceased Insured Person.

The limitation period will be suspended by any of the ordinary causes of suspension, inter alia:

- any legal proceedings, including a summary application, summons or order of attachment served on the person sought to be prevented from availing of the limitation period;
- any unequivocal acknowledgement by the Insurer of the Insured Person's right to cover, or any acknowledgement of indebtedness of the Insured Person to the Insurer;

and also the following other cases provided for under Article L114-2 of the insurance Code:

- any appointment of an expert as the result of a Claim;
- any sending of a registered letter with acknowledgement of delivery by:
 - the Insurer to the Insured Person relating to the non-payment of a premium;
 - the Insured Person to the Insurer relating to the non-settlement of a claim.

By way of derogation from Article 2254 of the Civil Code the parties to this policy may not, even by mutual agreement, either change the limitation period or add causes of suspension or interruption thereto.

EXERCISE OF THE RIGHT TO RENOUNCE UNDER ARTICLE L.112-10 OF INSURANCE CODE (HAMON LAW)

You are requested to verify that you are not already a beneficiary of a guarantee covering any claims guaranteed by the new contract. If this is the case, you have the right to cancel this contract within a period of 14 days (calendar) from its finalization, without charge or penalties, if all the following conditions are met:

- you have subscribed the contract for non-business purposes;
- this contract complements the purchase of a good or service sold by a supplier;
- you warrant that you are already covered for any other claims guaranteed by the new contract;
- the contract that you want to give up is not fully implemented;
- you have not declared any claim guaranteed by this contract.

In this situation, you can exercise your right to renounce the contract in writing or another other medium sent to the insurer of the new contract, accompanied by a document showing that you already have a guarantee for a claims covered in the new contract. The insurer shall refund the premium paid, within 30 days from your waiver.

"I, the undersigned M residing at hereby renounce my contract N°.... subscribed with, in accordance to Article L 112-10 of the Insurance Code. I declare I don't have any knowledge of any disaster involving a guarantee in this contract, on the mailing date of this letter.. "

If you wish to cancel your contract but you do not meet all the conditions above, check the waiver procedures provided in your contract.

COMPLAINTS - DISPUTES

1. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to inform MUTUAIDE Services – Service Qualité Clients – 126 rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex or by writing to voyage@mutuaide.fr for the Assistance guarantees.

MUTUAIDE undertakes to acknowledge receipt of your mail within 10 working days. It will be processed within 30 days at the most.

If you are not satisfied with the handling of your dispute or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, we invite you to make it known to:

COWEN Insurance Company Limited
Level 3, Gasan Centre, Triq il-Merghat,
Zone 1, Central Business District,
CBD 1020, Birkirkara, Malta
complaints@cowen-insurance.com

Your situation will be studied with the greatest care: the Insurer will endeavor to resolve your complaint within 15 working days.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you have the option of contacting:

Office of the Arbiter for Financial Services
First Floor, St Calcedonius Square
Floriana FRN1530, Malte
Telephone +356 2124 9245
Email: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt.

The Office of the Arbiter for Financial Services is responsible for resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of action and may require the insurer to pay compensation to the consumer in the event that the latter's action is successful. The Office of the Arbiter for Financial Services is an independent body. Filing a complaint does not affect the consumer's right to take legal action in the competent court.

2. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to make this known to ASSUREVER by calling 01 73 03 41 01 or by writing to reclamation@assurever.com for the insurance cover listed below:
- Cancellation of the trip
 - Interruption of trip

Your situation will be studied with the greatest care: an acknowledgment of receipt will be sent to you within 10 days and a response will then be sent to you within 2 months.

If you are still not satisfied with the handling of your dispute by the Insurer or in the event of disagreement or dissatisfaction with the drafting of the insurance policy, you have the option of contacting:

Office of the Arbiter for Financial Services
First Floor, St Calcedonius Square
Floriana FRN1530, Malte
Telephone +356 2124 9245
Email: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt.

The Office of the Arbiter for Financial Services is responsible for resolving disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the competent body for this type of action and may require the insurer to pay compensation to the consumer in the event that the latter's action is successful. The Office of the Arbiter for Financial Services is an independent body. Filing a complaint does not affect the consumer's right to take legal action in the competent court.

In the event of disagreement on the underwriting and distribution policy, you can contact Insurance Mediation by mail to:

La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09

APPLICABLE LAW AND JURISDICTION

This policy is governed by French law. The contracting parties agree to submit to the jurisdiction of the French courts and to waive any proceedings in any other country.

LANGUAGE

The language in use within the framework of pre-contractual and contractual relations is French.

ANTI MONEY LAUNDERING

We are legally required to do controls under the fight against money laundering and against the financing of terrorism, including on cross-border capital movements. This procedure can lead us anytime to ask for explanations or justifications, including the acquisition of amount insured.

Under the Data Protection Act of January 6, 1978 amended by the Act of 6 August 2004 and the Monetary and Financial Code, you have the right of access to your data by sending a letter to the National Commission on Computing and Liberties (CNIL).

PROTECTION OF PERSONAL DATE

In this section of the insurance policy, these terms shall have the following meanings:

- (i) "controller" or "controller" means a person who determines the purposes for which and the manner in which personal data is processed;
- (ii) "Data Subject" means an identified or identifiable living natural person to whom the Personal Data relates. Both the Policyholder and its Beneficiaries may be data subjects;
- (iii) "joint controllers" means two or more controllers who jointly determine the purposes and means of the processing of personal data;
- (iv) "personal data" means data relating to a living natural person who can be identified from the data in possession. This includes, but is not limited to, surname, first name, address, date of birth, nationality, gender, ID number, contact details, bank details and online identifiers of that person;
- (v) "Processing" means any activity which involves the use of Personal Data. This includes obtaining, storing, or holding data, or performing any operation or set of operations on the data (including organizing, modifying, retrieving, using, disclosing, erasure or destruction);
- (vi) "processor" or "processor" means any person who processes personal data on behalf of the controller;
- (vii) "Sensitive Personal Data" or "Special Categories of Personal Data" includes information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or his physical or mental condition or sex life, or on the commission of, or prosecution for, any offense committed or alleged to have been committed by such person, the settlement of such prosecution or the conviction of any court.
The personal data provided by the Policyholder and its Beneficiaries or otherwise collected about them will be processed by both the Insurer and the Broker, in accordance with the provisions of the General Data Protection Regulation (Regulation 2016/679) ("GDPR"), their applicable local data protection laws and regulations (which in the case of the Insurer means the Malta Data Protection Act, Cap 586 of the Laws of Malta) and the practices set out in their respective privacy notices.

These privacy notices can be viewed and viewed through the following links:

- The Insurer { <https://www.cowen.com/regulatory-disclosures/> }; and
- The Broker { https://www.assurever.com/Mentions_legales.html }.

During the course of this Policy, the Insurer and the Broker will each act as data controller and may share personal data relating to the Policyholder and his Beneficiaries with each other ("Policy Personal Data").). The Insurer and the Broker have mutually warranted and represented that they will only process such police personal data fairly and lawfully and ensure that they have legitimate grounds under data protection laws for any treatment they could perform.

In this regard, the Insurer and the Broker have also determined that they are jointly responsible for the processing of the personal data of the policy. In accordance with Article 26 of the GDPR, they have therefore provided the gist (i.e. a summary) of their relationship and joint controller agreement below:

- (i) the identity and contact details of the joint controllers are:
 - COWEN Insurance Company Limited, a company incorporated in Malta under company number C55905 and whose registered office is at Level 3, Gasan Centre, Triq Il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta (i.e. the "Insurer"). Its Data Protection Officer, who serves as its point of contact for all data protection matters, can be contacted at: dpo@cowen-insurance.com;
 - ASSUREVER, a limited liability company, an insurance intermediary registered with Orias under number 07 028 567 (www.orient.fr). Legal notice https://public.assurever.com/Mentions_legales.jpg (i.e. the "Broker"). Its Data Protection Officer, who serves as the point of contact for all data protection matters, can be contacted at: dpo@assurever.com
- (ii) the personal data that is under their joint control covers the following:
 - Civil status, identity, identification data;
 - Addresses, telephone number (landline and mobile), fax number, e-mail addresses;
 - Connection data (IP address, logs, etc.);
 - Nationality;
 - Health data;
 - Data concerning lifestyle, family situation;
 - Data relating to criminal convictions or offences;
 - Income, financial situation, tax situation, etc.

(iii) the Broker is primarily responsible for notifying the data subjects of the Personal Data Policy of the elements specified in Articles 13 and 14 of the GDPR (such as the purposes of processing their data, potential recipients, retention periods) . In this context, the primary purposes for processing such policy personal data are likely to be related to the execution, enforcement and administration of the insurance policy, including claims, and for operational and compliance purposes, such as financial management or fraud prevention or reporting. The data collected for these purposes is strictly necessary.

Without it, the underwriting and enforcement of the policy (including claims) will be made difficult, if not impossible, for the parties;

(iv) where a data subject of this Policy Personal Data attempts to exercise any of their data subject rights under the GDPR (which are further described below), the Broker assumes responsibility to respond to this request, with the cooperation of the insurer. Furthermore, in the event that the Insurer receives a data subject request, the parties have agreed that the Insurer will forward it to the Broker for it to process and interface with the data subject; and

(v) if either party becomes aware of a Personal Data Breach affecting or related to any Personal Data Policy, that party will promptly notify the other in order to enable it, as co-controllers, investigate the breach and determine the cause. Although the parties will jointly participate in this investigation, any mandatory notification regarding this matter will be made only by the party with whom the violation occurred or from which the reason for the violation arises. If the reason for the violation cannot be attributed to one of the parties, then the Broker must take the initiative and be responsible for complying with all data breach reporting or notification obligations.

NOTE HOWEVER that regardless of the terms of such Joint Controller Agreements (as described above), Data Subjects are not bound by them and may exercise their rights with respect to and against the Insurer and the Broker. Thus, even if contact points have been designated in order to facilitate in particular the processing of requests from the persons concerned, the persons concerned are not required to stick to them and may freely choose to address their requests to the Insurer and to the Broker.

LEGAL RIGHTS

In certain circumstances, the data subject has certain rights with regard to their personal data:

- *Request access to your personal data.*
- *Request the correction (rectification) of your personal data.*
- *Request erasure of your personal data.*
- *Oppose the processing of your personal data.*
- *Request the limitation of the processing of your personal data.*
- *Request the transfer of your personal data.*
- *Right to withdraw consent.*

These rights of data subjects are not absolute or guaranteed without reservation, but must be balanced against the own legal obligations and the legitimate interests of the data controller (in this case, the insurer and the Broker).

Further details of the nature of these rights, and what they entail, will be provided by the Broker, as the party designated as responsible for compliance with these matters. Alternatively, these details can be obtained from the parties' respective privacy notices.

Data subjects also have the right to lodge a complaint at any time with a competent data protection supervisory authority, such as (in particular) the supervisory authority of the place of their habitual residence or place of work. In the case of Malta, this is the Office of the Information and Data Protection Commissioner (the "IDPC") (<https://idpc.org.mt>). In France, ASSUREVER is subject to the Prudential Control and Resolution Authority ("ACPR") (<https://acpr.banque-france.fr/>).

POLICY

The insurance cover and assistance specified in this document are underwritten by COWEN Insurance Company Limited, under the number **ASSPROTSA1**.

GENERAL PROVISIONS OF INSURANCE

CANCELLATION OF THE TRIP

Sanitary Protection Cancellation – Sanitary Protection Cancellation & Assistance

The guarantee is acquired for the reasons and circumstances listed below, excluding all other reasons and circumstances and within the limit indicated in the List of Guarantees:

- **Serious illness following an epidemic or pandemic, Serious bodily injury or death:**
 - of yourself, of your partner or spouse (legal or de facto), of your ascendant or descendant, of your legal guardian or of any other person within your household;
 - of your brother, of your sister, of your children including those of your partner or spouse (legal or de facto), one of your direct ascendant, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law or mother-in-law;
 - of your professional work replacement;

- of the person responsible, during your trip, for looking after your legally-dependent children or for the care of a disabled person living in the same household as you, provided there is hospitalization for more than 48 hours or death;
- of the person accompanying you during your trip, provided that their first and last name have been indicated under the same special conditions as you and that they have paid the insurance premium.

- **Lack of vaccination against Covid 19**

- ✓ when at the time of subscription to this contract, the country of destination did not impose vaccination against Covid-19 to return to its territory but when you leave it imposes it:
- and that you are no longer within the time required to carry out this vaccination allowing you to travel,
- or that you cannot proceed with this vaccination, following a medical contraindication to vaccination.

- **Refusal of boarding at the airport, trains station, bus station or ferry terminal of departure following a temperature check organized by the health authorities of the country of departure or the transport company with which you are travelling.**

Proof issued by the transport company that refused you boarding, or by the health authorities of the country of departure, must imperatively be sent to us; in the absence of this proof, no compensation will be possible.

It is up to you to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

THE AMOUNT OF THE GUARANTEE

We will reimburse you the deposit or any sum retained by the travel organizer, and according to the conditions of sale of the trip (**excluding the booking fee, the insurance premium and after deduction of the airport taxes reimbursed to you by the carrier**), when you are obliged to cancel your trip before departure.

You are reminded that airport taxes, included in the price of the ticket, are charges which are payable in relation to the actual embarkation of the passenger and that the airport company is obliged to reimburse you for these amounts when you have not boarded. You must consult the general conditions of sale or transport in order to find out how these taxes are refunded (art. L 113-8 of the French Consumer Code).

WITHIN WHAT TIME LIMIT DO YOU HAVE TO DECLARE THE CLAIM ?

Two steps

1/ From the first symptoms of the illness, you must IMMEDIATELY notify your travel agency.

If you cancel the trip at a later date with your travel agency, we will refund only the cancellation charges incurred on the date of the event, confirmed by a competent medical authority and in accordance with the cancellation conditions of your travel agency's special terms and conditions of sale.

2/ However, you should file your claim with ASSUREVER within five working days following the event covered.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

Your written claim must be accompanied by/

- A medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness,
- in the event of death, a certificate and civil status record,
- in other cases, any acknowledgment justifying the reason for your cancellation.

You must provide ASSUREVER with the documents and medical information required to process your claim, which includes the medical questionnaire to be completed by your doctor and the completed claim form provided by our service.

Your health documents and information must be obtained from your personal doctor before sending them to ASSUREVER.

You will also have to provide any information or documents requested to support the grounds of your cancellation:

- ✓ photocopies of all medical prescriptions together with pharmacy receipts, results of tests and/or examinations and all other documents justifying their request or execution,
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice to your travel agency and the cancellation invoice issued by your travel agency,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,

- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; without this proof, no compensation will be possible),
- ✓ and any other necessary documents.

Furthermore, it is expressly agreed that you accept in advance the principle of a check-up by our medical advisor. Therefore, if you object without legitimate reason, you will lose your warranty rights.

WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility to leave due to border closures, material organization, accommodation conditions or security at the destination.

In addition to the exclusions common to all guarantees are also excluded:

- an event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- all circumstances affecting only your personal comfort,
- complications of pregnancy beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- forgetting to be vaccinated,
- default of any kind, including financial default, by the carrier making it impossible to perform its contractual obligations,
- the lack or excess of snow cover,
- any medical event whose diagnosis, symptoms or cause are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 consecutive days after the subscription of the present Contract,
- the consequences of criminal proceedings against you,
- any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip,
- any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract,
- the absence of randomness,
- an intentional and/or wrongful act reprehensible by law,
- the consequences of alcoholic states and the use of drugs, any narcotic substances mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- a negligent act on your part,
- any event for which the tour operator may be responsible in application of the Tourism Code in force,
- failure, for any reason whatsoever, to present documents essential for the trip, such as passport, identity card, visa, travel documents, vaccination record.

INTERRUPTION OF THE TRIP

Sanitary Protection Cancellation & Assistance

COSTS OF INTERRUPTION OF TRIP

If you, your family members traveling with you or a participant under this contract accompanying you, are forced to interrupt your trip in the event of :

- hospitalization for an epidemic / pandemic;
- forced quarantine due to an epidemic / pandemic.

We will reimburse a prorata of the costs of the trip already paid and not used **(not including transport)** with effect from the date following the event of an epidemic or pandemic where you have had to interrupt your trip owing to reasons mentioned above.

GENERAL PROVISIONS OF ASSISTANCE

Repatriation or enforced early return will not be covered unless you have made a prior telephone call to the Assistance Centre and obtained their approval.

ASSISTANCE REPATRIATION

Sanitary Protection Cancellation & Assistance

BEFORE THE TRIP

PRE-DEPARTURE TELECONSULTING

For any request of useful information required for the organization and smooth running of your trip, you can contact us before your departure 24 hours a day; 7 days a week.
The information concerns the following areas.

Sanitary information: Health, Hygiene, Vaccination, Precautions, Main Hospital Centers, Advice to women, Time difference, Pets on a trip.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic context.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents.
Information and information services are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.
However, whatever the time of your call, we can take note of your requests as well as your contact details so that we can contact you back with the requested information.

DURING THE TRIP

REPATRIATION OR SANITARY TRANSPORT

You are injured or suffer from an illness, including an epidemic or pandemic, while travelling on a covered trip. We organize and pay for your repatriation to your home or to a hospital near you.

Only medical requirements will be taken into account in determining the date of repatriation, the choice of transport or the place of hospitalization.

The decision to repatriate is taken by our medical advisor, after consulting the occasional attending physician and possibly the family physician.

During your repatriation, and on the prescription of our medical advisor, we organize and pay for the transport of an accompanying person to accompany you.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance guarantee.

IMPOSSIBLE RETURN

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an epidemic or pandemic.

If you are obliged to extend your stay, we will organize and pay for the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount shown in the Table of Benefits.

We organize and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

HOTEL EXPENSES FOLLOWING QUARANTINE

If you are obliged to extend your stay following your quarantine, we will organize and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

MEDICAL EXPENSES (ABROAD)

Where medical expenses in the event of illness related to an epidemic or pandemic have been incurred with our prior agreement, we will reimburse you for that part of these expenses that are not covered by any insurance organizations to which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance organizations, after deduction of an excess, the amount of which is indicated in the Table of Benefits, and subject to communication of the original proofs of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to treatment received by you outside your country of residence following an illness or accident that occurred outside your country of residence.

In this case, we will reimburse the amount of the expenses incurred up to the maximum amount stated in the Table of Benefits.

In the event that the insurance organization to which you pay your contribution does not cover the medical expenses incurred, we will reimburse the costs incurred up to the amount indicated in the Table of Benefits, subject to the provision by you of the original invoices for medical expenses and the certificate of non-reimbursement from the insurance organization.

This service stops from the day we carry out your repatriation.

Type of medical expenses giving right to additional reimbursement:

- medical fees,
- charges for medication prescribed by a doctor or surgeon,
- ambulance or taxi charges ordered by a doctor for transport to the nearest hospital, and this only if the insurance bodies refuse to pay,
- hospitalisation fees where you are deemed unfit to travel by our doctors after obtaining information from the local doctor. Additional reimbursement of hospital fees will cease from the date on which we are able to organise your transportation,
- a dental emergency with the limit specified in the Table of Cover,
- PCR test costs, when you make a transit, if it is positive.

EXPANSION OF SERVICES: ADVANCE PAYMENT FOR HOSPITALISATION (ABROAD)

Where you are hospitalised we will advance the hospital fees within the limit specified in the Table of Cover. This advance will be made subject to all of the following conditions:

- where you are deemed unfit to travel by the Insurer doctors after obtaining information from the local doctor.
- for treatment prescribed with the agreement of the Insurer doctors,
- you or any person authorized by you must make a formal commitment by signing a specific document provided by the Insurer during the implementation of this benefit:
 - to take steps to cover the costs with the insurance organizations within 15 days from the date of dispatch by the Insurer of the elements necessary for these steps,
 - to reimburse this advance to the Insurer no later than a week after receipt of our invoice.

We will only be responsible for the costs not covered by the insurance companies, up to the amount of the "medical expenses" benefit. You must provide us with the certificate of non-reimbursement from these insurance organizations within one week of receiving it.

In order to preserve our future rights, we reserve the right to ask you or your beneficiaries for a letter committing you to take the necessary steps with the social organizations and to reimburse us the sums collected.

If you have not taken the necessary steps to obtain cover from the insurance organizations within the time limit, or if you fail to present the Insurer within the time limit with the certificate of non-coverage issued by these insurance organizations, you will not be able to take advantage of the "medical expenses" benefit under any circumstances and will have to reimburse all the hospitalization costs advanced by the Insurer, who will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

TAKING CHARGE OF A LOCAL TELEPHONE PACKAGE

If you are quarantined during a guaranteed trip outside your country of residence, we cover the cost of a local telephone package, within the limit indicated in the Table of Guarantees.

ON-SITE PSYCHOLOGICAL SUPPORT

In the event of significant trauma following an event linked to an epidemic or a pandemic, we can put you, at your request, in telephone contact with a psychologist, within the limit indicated in the Table of Benefits. The contents of this exchange are entirely confidential and do not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

SUBSTITUTE SUITECASE

If you no longer have enough usable personal effects at your disposal due to your quarantine or hospitalization following an epidemic or a pandemic, we will provide the necessary fund for basic necessities up to the amount indicated in the Table of Benefits, upon presentation of proof.

AFTER THE TRIP

DOMESTIC ASSISTANCE

Following your repatriation by our care after an illness linked to an epidemic or pandemic, you cannot assume your usual household chores, we will provide a household helper, within the limit indicated in the Table of Benefits.

DELIVERY OF HOUSEHOLD GOODS

Following your repatriation by us after an illness linked to an epidemic or pandemic and you are unable to leave your home, we organize and fund a home delivery service for your household goods, within the limits of local shopping facilities and within the limit set out in the Table of Guarantees.

PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME

In the case of a significant trauma following an event related to an epidemic or pandemic, we can organize a telephone consultation with a psychologist upon your return home, upon your request and within the limit indicated in the Table of Benefits. This consultation is entirely confidential and does not replace the psychotherapeutic work carried out in private practice. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

WHAT WE EXCLUDE

The following circumstances are excluded :

- travel undertaken for the purpose of medical tests and/or treatment,
- medical expenses incurred in your country of residence,
- the consequences of drunkenness, suicide or attempted suicide ,
- voluntary self-injuries of the beneficiary/insured,
- minor conditions that can be treated on the spot and which do not prevent you from continuing your travel or your stay
- states of pregnancy, unless an unforeseen complication, and in all cases , states of pregnancy beyond the 36th week, voluntary termination of pregnancy, the aftermath of childbirth
- convalescences and illnesses in the course of treatment, not yet consolidated and with a risk of sudden aggravation
- pre-existing illnesses and/or injuries diagnosed and/or treated and for which you have been hospitalised for a continuous period during the 6 months preceding the start of your trip
- events related to medical treatment or surgery that are not of an unforeseen, fortuitous or accidental nature,
- medical devices and prostheses (dentures, hearing aids etc.),
- thermal treatments and the resultant costs,
- stays in rest houses and the resultant costs,
- rehabilitation, physiotherapy or chiropractic and the resultant expenses,
- intentional hospitalisation.

ASSUREVER

TSA 72218, 18039 BOURGES CEDEX

Tel: + 33 1 73 03 41 01

SARL (French public limited company) with a share capital of €516,500 -
company registration number RCS Paris B 384.706.941

Insurance brokerage and management company

Professional civil liability financial and insurance guarantee provided

In accordance with Articles L 530-1 and L 530-2 of the Insurance Code

COWEN | INS

The insurance cover and assistance specified in this document are underwritten by COWEN Insurance Company Limited, under the number ASSPROTSA1.

In case of legal problems with this contract, only the French version will be taken into consideration.

ASSUREVER insures your travels

ASSUREVER, the French brokerage leader in the travel industry, has always favored the customer's place and innovation at the heart of its development with a single ambition: to ensure your trips with complete peace of mind.

ASSUREVER designs, manages and distributes specialized solutions for travel insurance, professional liability, fleet of coaches and cars, health and welfare, damage to premises, as well as assistance and insurance services for individuals, professionals and businesses.

With 55 employees, ASSUREVER accompanies you every day.

ASSUREVER

EXPERIENCE:

ASSUREVER has been a national insurance broker for more than 30 years, specialists in the creation, marketing and management of insurance and assistance policies in the tourist sector. This status of broker enables us to work with the best insurance companies.

PERFORMANCE

In 2019, ASSUREVER insured more than 1.5 million people worldwide and managed more than 20,000 claims.

OUR COMMITMENT:

- To guide you in your choice of cover.
- To protect you according to your needs.
- To help you before and during your trip.



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