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# GENERAL TERMS AND CONDITIONS

## TRAVEL INSURANCE

### FOREWORD

The **NEO policy** is an optional group insurance policy no. 01050018 (hereinafter referred to as the "Policy") underwritten by **ASSURINCO ASSURANCE VOYAGE** acting on its own behalf and on behalf of its Member clients, with **AREAS** (hereinafter referred to as "AREAS" or the "Insurer") for Cancellation, Luggage, Missed Departure and Return, Interruption of Stay and Transport Pack Option cover via **ASSURINCO ASSURANCE VOYAGES** (hereinafter referred to as "ASSURINCO" or the "Broker" or "Manager") and **LIBBELA** (hereinafter referred to as "LIBBELA" or the "Broker").

The Policy is managed by **ASSURINCO ASSURANCE VOYAGE** for Trip Cancellation, Luggage, Missed Departure and Return, Interruption of Stay, and the Transport option.

You have taken out a specific insurance policy for your *Trip*, to benefit from maximum protection before and during your Stay. This is a contractual document. It presents the "General Provisions" of the Policy drawn up by LIBBELA and AREAS.

Like all insurance and assistance policies, this one includes both rights and obligations for you and us. It is governed by the French Insurance Code. These rights and obligations are set out in the pages at the end of this document.

### WHAT TO DO IN THE EVENT OF A CLAIM?

In the event of a claim, regardless of the cover type, You must notify your Managing Broker, ASSURINCO ASSURANCE VOYAGE, within 5 working days and send the following items and information via the claim declaration website **sinistre.assurinco.com**:

- Your policy number,
- A copy of the trip registration form,
- Proof of payment for the trip reservation,
- All supporting documents required to process your claim (e.g. original invoice for the purchase of the *Trip*, the invoice for cancellation fees, medical documents, etc.).

Keep the originals in a safe place, as they may be requested.

**All claims must be made in writing via the website:**

**[sinistre.assurinco.com](http://sinistre.assurinco.com)**

Or

**By post:**

ASSURINCO, 122 bis quai de Tounis, BP90932, 31009 Toulouse Cedex, France

### HOW THE COVER WORKS

Cover is acquired by payment of the premium, the amount of which is based on the travel cost stated on the trip registration form, and/or by means of a separate membership form. Ancillary services, such as transport, may be included, provided they are combined with the rental booking and the premium also covers these services.

In order to be valid, the subscription to this policy must take place at the same time as the registration for the trip.

As a waiver to the above, this policy may be taken out within 7 days of registration for the trip, provided that the trip does not begin within the 15 days following the date of subscription to the contract, with it being hereby understood that a waiting period of 10 days will be applied from the date of subscription, during which no cover will apply.

**However, if the trip is cancelled due to a change or cancellation of paid leave by the employer, or to the theft of identity papers, the Claim will only be considered if the subscription is SIMULTANEOUS with the trip registration.**

**However, if the trip cancellation is due to a change or cancellation of paid leave by the employer, or to the theft of identity papers, the Claim will only be considered if subscription took place within 3 days following the date on which the trip was registered.**

If the trip registration form includes several families, each one is covered for its share; the trip is not totally cancelled, and in this case the insurance benefit covers the arithmetical share of the family concerned. It is the responsibility of the signatory of the travel reservation to provide the intermediary with the names of the co-beneficiaries.

## RIGHT OF RENUNCIATION

**Information document for the exercise of the right of renunciation provided for in Article L. 112-10 of the Insurance Code.**

You have the right to cancel this contract within 30 (calendar) days of its conclusion, without any costs or penalties. However, if you are offered one or more insurance premiums, so that you do not have to pay a premium for one or more months at the start of the contract, this period shall only start to run from the payment of all or part of the first premium.

The exercise of the right of renunciation is subject to the following conditions:

- You have taken out this contract for non-professional purposes;
- This contract complements the purchase of a good or service sold by a supplier;
- The Insured provides proof that he/she is already covered for one of the risks covered by the new contract
- The contract you wish to renounce is not fully executed;
- You have not reported any claim covered by this contract.

In this case, you may exercise your right to cancel the contract by letter or any other durable medium addressed to the insurer of the contract. The insurer is obliged to reimburse the premium paid within thirty days of your waiver.

In addition, to avoid cumulating insurance, you are invited to check that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the contract you have taken out.

*"I, the undersigned Mr./Mrs ... residing at ... hereby renounce my contract N° .....subscribed with ....., in accordance with article L 112-10 of the French Insurance Code. I certify that I am not aware, at the date of sending this letter, of any claim involving a guarantee under the contract."*

### CONSEQUENCES OF RENUNCIATION:

Exercise of the right of renunciation within the period stated in the box above results in termination of the contract from the date of receipt of the letter or any other durable medium. Once you become aware of a claim involving a contractual guarantee, you can no longer exercise this right of renunciation.

In the event of renunciation, you are only required to pay the premium or contribution share corresponding to the period during which the risk was covered, which is then calculated until the date of termination.

However, the entire premium or contribution remains due to the insurance company if you exercise your right of renunciation and a claim involving the contractual guarantee, of which you were not aware, has arisen during the renunciation period.

## TABLE OF GUARANTEE AMOUNTS

GUARANTEES	MAXIMUM AMOUNTS TTC	DEDUCTIBLES
<b>TRAVEL CANCELLATION</b>		
Cancellation for medical reasons: <ul style="list-style-type: none"> <li>✓ Serious illness (including relapse or worsening of physical accident or pre-existing illness), or death</li> <li>- <u>COVID EXTENSION</u></li> <li>✓ Cancellation for Serious illness declared in the 30 days preceding departure, following COVID-19 contamination of the Insured proven by a competent medical, and leading to quarantine and/or a hospitalization ; authority,</li> <li>✓ Cancellation for Serious illness declared in the 30 days preceding departure, following COVID-19 contamination of the member of the Insured's family proven by a competent medical, and leading to a hospitalization Cancellation for denied boarding of the Insured, following control of COVID-19 realized on its arrival to airport of departure</li> <li>✓ Cancellation following a positive COVID-19 PCR and/or antigen test result within 72 hours of departure.</li> </ul>	50,000 € / person 150,000 € / event	For Travel up to 2,000 € / person: 50 € / person  For Travel over 2,000 € / person: 100 € / person
Cancellation for named causes		
Cancellation everything but	50,000 € / person 150,000 € / event	For Travel up to 2,000 € / person: 5% of amount of fees cancellation For Travel over 2,000 € / person: 10% of amount of fees cancellation
<b>MISSED DEPARTURE OR RETURN</b>		
Missed departure	1,500 € / person	No deductible
Missed return	13,500 / event	

<b>LUGGAGE</b>		
Theft, total or partial destruction, loss during transport by a transport company	<u>WITH PRESENTATION OF SUPPORTING DOCUMENTATION:</u> 1,500 € / person 7,500 € / event  <u>WITHOUT PRESENTATION OF SUPPORTING DOCUMENTATION:</u> Set amount of: 150 € / person	No deductible
- Including Precious object in case of proven theft	Max 500 € / person	50 € / person
- Including Personal items in case of proven theft	Max 1,000 € / person	50 € / person
Late delivery at destination airport	<u>WITH PRESENTATION OF SUPPORTING DOCUMENTATION:</u> 150 € / person  <u>WITHOUT PRESENTATION OF SUPPORTING DOCUMENTATION:</u> Set amount of: 50 € / person	Intervention threshold: more than 24 hours
Expense for recovery of official documents	200 € / person	No deductible
<b>TOTAL INTERRUPTION OF STAY</b>		
Reimbursement of unused land services (prorate temporis)	10,000 € / person 45,000 € / event	No deductible
<b>OPTION TRANSPORT PACK</b>		
Transportation delay (flight, train, boat)	Set amount of: 150 € / person 1,350 € / event	Intervention threshold: more than 4 hours
Loss damage waiver: snowmobile, quad, buggy or jet sky rentals	1,500 € / vehicle	No deductible
<u>Guarantee for prices:</u> - Fuel surcharge increase - Increase in taxes airport	50 € / person And 250 € / event	Intervention threshold: minimum 25 € / person

## GLOSSARY OF INSURANCE BENEFITS

### 1 DEFINITIONS

These definitions form an integral part of this policy. They make it easier to read and help you to fully appreciate the benefits you are entitled to. You should refer to it if you have any trouble understanding anything in the policy.

"You" refers to the Insured Party for all matters relating to cover and obligations in the event of a Claim, and "We" refers to the Insurer.

#### **Attack**

Any act of violence, constituting a criminal or illegal attack, having been perpetrated against persons and/or property in the country of your stay, having the purpose of seriously disrupting public order through intimidation and terror, and having received media coverage.

This "attack" will have to have been recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks occur on the same day in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

#### **Basic necessities**

Clothing and toiletries permitting you to temporarily deal with the unavailability of your personal effects.

#### **COM**

COM refers to the following Overseas Departments and Collectivities: French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin, and Saint Barthelme.

#### **Covered travel**

Travel for which you are insured and for which you have set the corresponding plan, with a maximum duration of 90 consecutive days.

#### **DOM-ROM, COM and sui generis communities**

Guadeloupe, Martinique, French Guyana, Reunion Island, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelme, New Caledonia.

#### **Domicile**

The Insured's main, habitual place of residence is considered to be their domicile. Cover is operative for Insureds domiciled throughout the whole world. In event of a dispute the tax domicile constitutes the domicile.

#### **DROM**

DROM refers to the following Overseas Departments and Regions: French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin, and Saint Barthelme.

#### **Duration of the guarantees**

- The "Cancellation" guarantee takes effect on the day of your subscription of the insurance contract and expires on the day of departure for your trip.
- The duration of validity of the other guarantees corresponds to the travel dates indicated on the invoice issued by the trip organizer, with a maximum duration of 90 consecutive days.

**Epidemic**

Any outbreak or spread of a contagious infectious disease that affects a large number of people nationwide at the same time.

**Events covered by insurance**

- Cancellation (including COVID EXTENSION)
- Missed Departure or Return
- Luggage
- Total interruption of stay
- Transport delays
- Excess buydown
- Price guarantee

**Excess**

The portion of the claim to be paid by the Insured Party under the terms of the Policy in the event of a pay-out following a claim. The excess can be expressed as an amount, as a percentage, or in days, hours or kilometers.

**Family member**

A family member is any person who can prove that he or she is related (de jure or de facto) to the insured from the following list: his legal or common-law spouse, his ascendants or descendants to 2nd degree, father-in-law, mother-in-law, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must reside in the same country as you unless there is a contractual stipulation to the contrary.

**Forfeiture**

A contractual penalty that deprives you of all cover for the claim or incident to which it applies. It is not enforceable against affected parties other than the insured party or their beneficiaries if you incur it as a result of a failure to comply with your obligations following an incident.

**France**

Metropolitan France and Corsica.

**Group**

All participants listed on the same trip registration form consisting of at least 10 (ten) people.

**Incident**

Random event of a nature to trigger the guarantee of this contract.

**Illness**

Sudden and unforeseeable alteration of health observed by a competent medical authority.

**Insured**

Natural person or group duly insured under the present contract whose first and last names appear on the membership form, and referred to, hereinafter, by the term "you". These persons can be domiciled anywhere in the world.

**Insurer**

AREAS DOMMAGES, mutual insurance company, is registered in the Paris Trade and Companies Register under number D 775 670 466, whose head office is situated in 47/49 rue de Miromesnil 75380 Paris Cedex 08, hereinafter designated as "we".

**Luggage**

Travel bags, suitcases, trunks and their contents, to the exclusion of the clothing that you are wearing.

**Maximum per event**

In case the guarantee is exercised in favor of several insured victims for the same event and insured under the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims. Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

**Natural disaster**

Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon such as an earthquake, a volcanic eruption, a tidal wave, a flood or natural cataclysm resulting from the abnormal intensity of an agent that is natural and recognized as such by the public authorities.

**Pandemic**

An epidemic that spreads over a large area, crossing borders, and is classified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the outbreak occurred.

**Personal items**

Camera, camcorder, portable game console, media player, laptop owned by the Insured. Only personal items with a purchase date of less than 3 years will be covered.

**Physical accident**

Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority.

**Precious objects**

Pearls, jewelry, watches, worn furs, hunting rifles, fishing equipment of a value higher than 50 €.

**Quarantine**

Isolation of a person in the event of suspected or confirmed disease, decided by a local competent authority, in order to avoid a risk of spreading the disease in the context of an epidemic or pandemic.

**Serious bodily accident**

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other elementary activities that must be accomplished as part of everyday life.

**Serious illness**

Sudden and unforeseeable change in health observed by a competent medical authority and resulting in the issuance of a prescription for medication to the ill person and involving the cessation of any professional or other activities to be performed as part of daily life.

**Subscriber**

Assurinco which subscribes the present Contract on behalf of Members and their Insureds.

**Territoriality**

Entire world

**Third party**

Anyone other than the Insured responsible for the damage.

Any Insured who is the victim of bodily harm, property damage or consecutive consequential losses caused by another Insured (the Insureds are considered as third parties among themselves).

**Trip/Travel/Stay**

Refers to the Trip, Travel, or Stay sold to the Insured Party by a tourism operator, a partner of the Broker, and for which the Insured Party has chosen to take out this insurance policy by paying the corresponding Premium. The duration of the Trip/Stay is stated on the Subscription Form. It may not exceed 90 consecutive days.

**Wear (wear and tear)**

Depreciation of the value of property caused by time, use or its maintenance conditions on the day of the claim.

**2 REGISTRATION DEADLINE**

In order to be valid, the subscription to this policy must take place at the same time as the registration for the trip. As a waiver to the above, this policy may be taken out within 7 days of registration for the trip, provided that the trip does not begin within the 15 days following the date of subscription to the policy, with it being hereby understood that a waiting period of 10 days will be applied from the date of subscription, during which no cover will apply.

**However, if the trip is cancelled due to a change or cancellation of paid leave by the employer, or to the theft of identity papers, the claim will only be considered if the subscription is SIMULTANEOUS with the trip registration.**

## DESCRIPTIONS OF THE INSURANCE GUARANTEES

### CANCELLATION

#### 1 PURPOSE OF THE GUARANTEE

If *You* are forced to cancel your travel before the departure (outbound) We will reimburse you the partial payments or all sums kept by the *Travel* agency (under the conditions of sale of the *Trip*), after deduction of administrative fees, insurance premium, and airport fees reimbursed to you by the transporter.

The guarantee is provided to you for the reasons and circumstances listed hereafter, to the exclusion of any others and to the limit of amount and deductible indicated in the Table of Guarantees. This deductible also applies to people register at the same time as you and insured under the present contract..

##### 1.1 CANCELLATION FOR MEDICAL REASONS

• **Serious Illness, serious Bodily accident or death**, including relapses or aggravation of a pre-existing Bodily injury or Illness which was not foreseeable on the date your Trip was booked, preventing the Trip from taking place (it being understood that the date on which the aggravation, development or relapse was first noted by a doctor will be taken into account for the calculation of the reimbursement) of:

- Yourself, your legal or common-law spouse,
- of a family member, provided the event occurs within the 30 days before the date of your departure

**We will only intervene if the Illness or Accident formally prevents you from leaving your home, requires medical attention and prevents you from carrying out any professional activity or any other basic activity required in everyday life.**

##### • COVID EXTENSION

This extension is provided subject to the terms described in APPENDIX 1 "COVID EXTENSION".

##### • Complications of pregnancy up to 28th week:

- and resulting in complete discontinuation of all professional or other elementary activities that must be accomplished as part of everyday life, and provided that, at the time of departure, you were not more than 6 months pregnant or,

if the very nature of the trip is incompatible with the condition of pregnancy, provided that you were not aware of your condition at the time of your reservation.

##### • Contraindications of vaccination

A contraindication of vaccination or the impossibility of following preventive medical treatment necessary for the destination chosen, provided the contraindication of vaccination or the impossibility medical is unknown at the time of subscription of the Contract and independent of the will of the insured.

**It is up to you to establish the reality of the situation giving rise to the right to our services; as such, 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.**

## 1.2 CANCELLATION FOR NAMED CAUSES

The guarantee is also granted to you for the reasons and under the circumstances mentioned hereafter, to the exclusion of all others, within the limits of the amount in the Table of Guarantees

- **Serious property damage** absolutely requiring your presence on the day of the planned departure to carry out the necessary mitigation measures, following a fire, water damage or natural events and affecting more than 50% of your private or professional premises.
- **Theft at your private or professional premises**, absolutely requiring your presence on the day of departure, provided that it occurs in the 48 hours preceding your expected date of departure.
- **Your appointment for an organ transplant**, on a date before or during the planned trip, provided that the appointment was not known at the time the Policy was taken out.
- **Serious damage to your vehicle** occurring in the 48 hours preceding the departure, and to the extent that it may no longer be used to take you to the location.
- **An accident or breakdown affecting your means of transport** during your pre-trip journey between your home and the place of departure of the flight booked for the Trip, resulting in a delay of more than two hours, causing you to miss your scheduled flight time, provided that you have made arrangements to arrive at the airport at least 2 hours before the boarding deadline.
- **Your dismissal for economic** reasons or that of your spouse or common-law spouse, provided that the procedure had not been initiated on the day of subscription of this Contract and/or provided that you were not aware of the date of the event at the time of subscription of the contract.
- **Obtaining paid** employment or an internship with compensation, taking effect before or during the expected dates of your trip, while you were registered with Pôle Emploi (the unemployment administration), provided that this does not involve a case of prolongation, renewal or modification of the type of contract, or an assignment provided by a temporary employment company.
- **A summons for you to appear before a judicial or administrative court** on a date during the planned trip, provided that the summons was not known at the time the Policy was taken out.
- **Your notice-to-appear**, on a date during your trip, **for a university make-up examination**, provided that the failure of the examination was not known at the time of subscription of this Contract.
- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities on a previous trip, that your actions enabled them to take a position prior to your trip, and provided that you comply with the constraints imposed by the administrative authorities of this country. Proof from the embassy will be required.
- **Your job transfer**, not for disciplinary reasons, imposed by your employer, obligating you to relocate during the period of your insured trip or in the 8 days preceding your departure and provided that you were not aware of the transfer at the time of subscription of the Contract. This guarantee is granted to salaried employees, to the exclusion of independent professionals, senior managers, legal

representatives of companies, independent workers, artisans and intermittent workers in the entertainment industry.

- **Elimination or modification of the date of your paid leave by your employer.** This guarantee is granted to salaried employees, to the exclusion of independent professionals, senior managers, legal representatives of companies, independent workers, artisans and intermittent workers in the entertainment industry. This leave, corresponding to a vested right, must have been approved beforehand by your employer.

- **Your notice-to-appear for adoption of a child** during the period of your insured stay, and provided that you were not aware of it at the time of subscription of the Contract.

- **Separation of a married couple**, persons bound by a civil solidarity pact or known to be living in a common-law relationship, this guarantee is only granted upon presentation of legal and administrative documents proving the real reason for the separation or proving the status of cohabitation in case of common-law marriage (procedure of divorce, severance of civil solidarity pact, all documents attesting to cohabitation of the couple, bills from EDF GDF, TELECOM, joint bank accounts, joint declaration, etc.).

- **Theft, in the 48 hours preceding your departure, of your identification documents** (passport, identification card) **which are indispensable for passing through customs as required** during your travel, provided that a declaration of theft was done as quickly as possible with the closest police authorities.

- **In case of attack, riot, or act of terrorism, or in case of natural disaster occurring abroad, within a radius of 50 kilometers of your holiday location in the city or cities of destination or stay.** This guarantee is granted in case of attack, riot, or act of terrorism, or in case of natural disaster when the following conditions are satisfied:

- The event resulted in property damage and bodily harm in the city or destination of your stay,
- The date of your departure is scheduled to occur less than 30 days after the date of occurrence
- The French Ministry of Foreign Affairs do not advise the trips towards the city or cities of destination or stay,
- If the organization or intermediary responsible for your trip is unable to offer you an alternative destination or stay,
- The date of your departure is scheduled to occur less than 30 days after the date of occurrence of the event,
- No similar event has occurred in the city or destination of your stay in the 30 days preceding the reservation of your travel services.

#### SPECIAL CASE:

As part of a **Group Trip**, cancellation cover may be provided for the entire group ONLY, subject to the above conditions, for the following reasons only, to the exclusion of any others:

- Terror attack or act of terrorism;
- Riots;
- Natural disasters;
- A strike by airline and/or airport staff within 72 hours of departure.

• **Strike of the airline and/or airport personnel within 72 hours of departure:**

If your trip is cancelled due to a strike by the staff of the regular, low-cost or charter airline and /or airport staff, without any notice of strike having been filed in accordance with the rules imposed by legislation in effect at the time of subscribing this contract, the insurer guarantee you reimbursement of the services provided by the present Contract remained your expense **with the exception of tickets rendered useless due to the strike**, up to the amount indicated in the table of guarantee amounts.

• **In case of cancellation for a covered reason** of one or several persons registered at the same time as you (Maximum 9 people for the whole dossier) and insured under this contract, if you wish to take the trip alone, additional expenses are taken into account, without our reimbursement being able to exceed the amount due in case of cancellation on the date of the event.

• **The change-of-name fee** charged by the booking organization if, due to a covered event, you prefer to be replaced by another person rather than cancel your stay. Our refund will not exceed the amount payable in the event of cancellation on the date of the name change.

### 1.3 CANCELLATION EVERYTHING BUT

You are also covered, within the limits of the amount in the Table of Guarantees, for **any other random event**, at all which, represents an immediate, real and serious obstacle, preventing your departure and/or exercising of the activities planned during your stay. Random event refers to **any sudden and unforeseeable circumstance, which is independent of the will of the Insured**, justifying cancellation of the trip. The random event must have a direct causal link and **exclusive** to the impossibility of departing.

## 2 WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving linked to the closing of borders, material organization, accommodation conditions or security of the destination.

Other than the exclusions common to all guarantees, the following are also excluded:

- Any event, illness or accident having been observed previously, a relapse, aggravation or hospitalization between the purchase date of the stay and the date of subscription of the insurance contract,
- Any event, illness or accident having been observed previously, a relapse, aggravation or hospitalization occurring prior to enrolment in this contract,
- An accident or illness, the origin of which is known before the policy is taken out, except for unforeseeable changes in health,
- Any circumstance that is merely an inconvenience,
- Conditions of pregnancy, related complications, beyond the 28th week of pregnancy and, in all cases, voluntary abortion, childbirth, in vitro fertilization and their consequences,
- Forgotten or absence vaccination,
- The cancellations related to *Epidemics* and *Pandemics*, unless otherwise stipulated in the policy,
- The default of any kind, including financial, of the trip organizer or of the transporter, rendering execution of its contractual obligations impossible,
- The absence of snow or excess snow,
- Any medical or pathologic event for which the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which did not result in hospitalization of greater than 3 consecutive days,

- Pollution, the local sanitation situation, natural disasters covered by the procedure mentioned by law no. 82.600 of 13 July 1982, as well as their consequences, unless otherwise stipulated in the policy, meteorological or climatic events,
- • The consequences of penal procedures in which you are involved,
- Any event that has occurred between the date of booking your travel and the date of enrolment in this contract,
- The absence of hazard,
- An act that is intentional and/or reprehensible by the Law, the consequences of inebriation and the consumption of drugs, of any narcotic substance mentioned in the Public Health Code, of medications and treatments not prescribed by a doctor,
- Due to the mere fact that the geographical destination of the trip is ill-advised by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event for which responsibility could be incumbent upon the travel agency in application of the Tourism Code in effect, Medical interventions performed entirely at the discretion of the Insured Party, except in cases of medically recognized necessity,
- Pathologies that have been the subject of a consultation, hospitalization or Home hospitalization within the thirty (30) days prior to booking the Stay.
- If departure proves impossible for reasons related to:
  - Administrative restrictions on the movement of persons imposed by the competent authorities of the country of departure, transit or destination, except for the reasons listed in the cover,
  - The Insured Party's practical organization,
  - The sole decision to cancel by a group member for a reason other than those listed in the cover.
- Due to refusal of boarding following non-respect of baggage check-in time and/or presentation for boarding,
- Non-presentation, for any reason at all, of documents which are necessary for the stay, such as passport, identification card, visa, transport tickets, vaccination records, except in case of theft of the passport or identification card within the 48 hours before the departure, of passport or identification card.

### **3 THE AMOUNT OF THE GUARANTEE**

The indemnity paid in application of this Contract may not under any circumstances surpass the price of the trip declared at the time of subscription of this Contract, and to the limits specified in the Table of Guarantees.

We reimburse you for the amount of cancellation fees billed under the conditions of the cancellation scale listed in the terms and conditions of sale of the travel agency.

**Administrative fees billed by the travel agency after the Travel cancellation or modification, gratuities, a visa, all taxes refunded by the travel agency or to the insured by the carrier or any collecting agency, as well as the premium paid in exchange for subscription of this contract, are not subject to reimbursement.**

### **4 WHEN DO YOU HAVE TO REPORT THE CLAIM ?**

**Two steps:**

1/ From the first sign of illness or as soon as you become aware of the event leading to application of the guarantee, you must notify **your travel agency IMMEDIATELY.**

**If you cancel the trip later with your tour operator our reimbursement will be limited to the amount of the costs that would have been payable by you on the date of the claim, in accordance with the scale of cancellation costs set out in the tour operator's or airline's Special Terms & Conditions of Sale. This clause means that you will be liable for any difference between the cancellation costs calculated by us on the date of the claim and those calculated by the tour operator and shown on your invoice for cancellation costs.**

2/ On the other hand, you must report the claim to ASSURINCO (confer article What to do in case of the claim?) within 5 business days unless there are unforeseen circumstances or force majeure. **If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

## **5 YOUR OBLIGATIONS IN CASE OF AN INCIDENT**

Your written declaration of incident must be accompanied by:

- in case of illness or an accident, by a medical certificate and/or an administrative report of hospitalization specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in case of death, by a certificate and a record of civil status,

in all other cases, by any confirmation to support the reason for your cancellation.

You will also have to send all information or documents requested of you in order to justify the reason for your cancellation, and notably:

- all photocopies of prescriptions for medications, analyses or examinations, as well as all documents serving as proof of their delivery or execution, and notably care forms including, for prescribed medications, the copy of the corresponding labels.
- the calculations from Social Security or from any other similar organization, relative to reimbursement of the expenses for treatment and payment of daily benefits,
- the original of the settled invoice for the debit which you are required to pay to the travel agency or which this latter party retains,
- the number of your insurance contract,
- the subscription notice issued by the travel agency,
- in case of an accident, you will have to indicate the causes and circumstances to us and provide us with the names and addresses of the responsible parties, as well as, if applicable, of the witnesses,
- the valid double-sided identity cards for all insured involved in the claim and any other necessary document.

**Furthermore, it is expressly agreed that you accept, in advance, the principle of supervision by our consulting physician. As such, if you object to this without a legitimate reason, you lose your rights to coverage.**

**If you fail to comply with the above obligations, except in cases of acts of God or force majeure, we shall be entitled to claim compensation proportionate to the loss caused to us by such a failure, which shall be deducted from any compensation we may be required to pay.**

**If you deliberately misrepresent the nature and circumstances of the claim or the amount of damage or loss, or fail to declare the existence of other insurance covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will forfeit all rights to compensation.**

## MISSED DEPARTURE – MISSED RETURN

### 1 PURPOSE OF THE GUARANTEE

#### MISSED DEPARTURE

If you miss your plane from your outbound trip, due to an unforeseeable event beyond your control and that can be justified, except in case of a change of schedule due to the carrier, we will refund the purchase of a new ticket for the same destination, provided that you leave within 24 hours or by the first available flight and up to the amount indicated in the Table of Guarantees.

This guarantee is provided as long as you left a minimum margin of 3 hours before the deadline for check-in.

**Under no circumstances may the amount of our reimbursement be greater than that which would result from cancellation of the trip.**

#### MISSED RETURN

If, as a result of an external, unforeseeable event beyond your control and that of the organizer of the trip and/or the transport company, which can be demonstrated, you miss a connection on your return journey (different airline or carrier for the two legs), we will reimburse you for the purchase of a new ticket to enable you to reach the final destination shown on your sales contract and insured under this policy.

For the same *Trip*, you can claim on the missed departure and missed return cover. **However, our reimbursement will be limited for these two benefits to the maximum amount shown in the Table of Benefits.**

We will pay for your travel tickets based on the same booking class as that shown on your *trip* registration form and for the most direct routes.

**The amount we refund will never exceed the amount that would result from the cancellation of the *Trip*.**

### 2 WHAT WE EXCLUDE

In addition to the exclusions common to all cover, the following are also excluded:

- Reimbursement of benefits other than transport tickets,
- Any event for which the booking organization or carrier is responsible (including staff strikes),
- For the missed return cover: the return journey without connections or the return journey on a connecting route operated by the same airline or two airlines that have signed an airline alliance agreement,
- Epidemics and pandemics,
- Attacks and acts of terrorism,
- The absence of hazard,
- The consequences of a nuclear incident, civil or foreign war, a riot or strike.

### 3 WHEN DO YOU HAVE TO REPORT THE CLAIM?

You must report the claim to ASSURINCO (confer article What to do in case of the claim?) within 5 business days unless there are unforeseen circumstances or force majeure. **If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

#### 4 YOUR OBLIGATIONS IN CASE OF A CLAIM

Once you have submitted your claim online, it will be your responsibility to provide to ASSURINCO with any document and information making it possible to evaluate the amount of your indemnification, notably:

- The unused outbound airplane ticket,
- The passenger receipt for the repurchased ticket,
- The boarding card for the repurchased ticket.

**If you fail to comply with the above obligations, except in cases of acts of God or force majeure, we shall be entitled to claim compensation proportionate to the loss caused to us by such a failure, which shall be deducted from any compensation we may be required to pay.**

**If you deliberately misrepresent the nature and circumstances of the claim or the amount of damage or loss, or fail to declare the existence of other insurance covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will forfeit all rights to compensation.**

## LUGGAGE

#### 1 PURPOSE OF THE GUARANTEE

We guarantee, to the limit of the amount indicated in the Table of Guarantees, your luggage, personal items and *Precious objects*, taken with you or purchased during the *Trip*, away from your place of principal or secondary residence, in case of:

- theft,
- total or partial destruction,

loss during transportation by a transport company.

#### 2 THE LIMITS OF THE GUARANTEE LUGGAGE

For personal items and *Precious objects*, the reimbursement value may not exceed the amount indicated in the Table of Guarantees.

In addition, the Personal items and Precious Objects are ONLY guaranteed against theft that has been demonstrated and duly declared as such to a competent authority (police, gendarmerie, transport company, purser) and ONLY in the country of stay. The theft of the Personal items and Precious Objects is ONLY guaranteed when it was placed in a lockbox or when worn by you.

If you use an individual vehicle, the risks of theft are only covered if the baggage and personal effects are left in the locked trunk of the vehicle and out of sight. Only theft by break-in is covered.

**If the vehicle is parked on the public thoroughfare, the guarantee is only applicable between 7:00 a.m. and 10:00 p.m.**

#### 3 COST OF RECREATING OFFICIAL DOCUMENTS

We will also refund your costs of having passports, identification cards or driving licenses, stolen during your trip, remade, up to the amount indicated in the Table of Guarantees and provided that you have immediately filed a complaint with the closest police authorities and have filed a declaration in exchange for a receipt with the nearest French Embassy or Consulate.

#### **4 LATE DELIVERY OF LUGGAGE**

If your personal baggage is not returned to you at the destination airport (outbound) and if it is returned to you more than 24 hours late, we will reimburse you for *basic necessities*, upon presentation of receipts and up to the amount indicated in the Table of Guarantees.

**Meanwhile, you may not combine this indemnity with the other indemnities of the LUGGAGE guarantee.**

#### **5 WHAT WE EXCLUDE**

Other than the exclusions common to all guarantees, the following are also excluded:

- Theft of baggage, objects and personal effects left unattended in a public place or stored in a place made available to several persons,
- The theft of the *Personal items* and *Precious Objects* when they are not placed in a lockbox closed by key, when they are not carried, which de facto implies that these devices are not covered when there are entrusted to any transport company at all (air, sea, rail, road, etc.),
- Forgotten, lost (except for by a transport company), exchange,
- Theft without break-in, duly observed and written up by an authority (police, state police, transport company, purser, etc.),
- Accidental damage due to the flow of liquids, oily, colorant or corrosive materials contained in your baggage,
- Confiscation of property by the Authorities (customs, police),
- Damage caused by mites and/or rodents as well as by cigarette burns or another source of non- incandescent heat,
- Theft committed in any vehicle not having a boot,
- Collections, samples of sales representatives,
- Theft, loss, forgotten or damaged cash, documents, books, transport tickets and credit cards,
- Forgotten, lost or damaged official documents: passport, identity or residence card, vehicle registration card or driving license,
- Broken fragile objects such as those made of porcelain, glass, ivory, pottery, marble,
- Indirect losses such as depreciation and loss of enjoyment,
- The objects designated hereafter: any prostheses, devices of any kind, trailers, securities of value, paintings, glassed, contact lenses, keys of any kind, documents recorded on tape or films, as well as professional equipment, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohols, art objects, beauty products, photo film.

#### **6 THE AMOUNT OF THE GUARANTEE**

The amount indicated in the Table of Guarantees constitutes the maximum reimbursement per person and per event.

#### **7 THE CALCULATION YOUR INDEMNITY**

In the event of total or partial destruction, or in case of loss during transport by a transport company, you are compensated based on documentation and based on the replacement value by equivalent objects and of the same nature, depreciation deducted. Furthermore, in case of non-presentation of supporting documentation you will be compensated on a lump sum indicated in the Table of Guarantees.

During the first year and starting from the date of purchase, the amount reimbursed will be equal to the purchase value of the package or object of value. The following year, the amount of reimbursement will be calculated in the amount of 75% of the purchase price. In subsequent years, the value will be reduced by an additional 10%.

**Under no circumstances will a proportional rule will be applied in accordance with Article L.121-5 of the French Insurance Code.**

**Our reimbursement will be provided with a deduction for the eventual reimbursement obtained from the transport company and for the deductible.**

## **8 WHEN DO YOU HAVE TO REPORT THE CLAIM ?**

You must report the claim to ASSURINCO (confer article What to do in case of the claim?) within 5 business days unless there are unforeseen circumstances or force majeure.

You must report the claim, in case of theft, to ASSURINCO by writing within 2 business days unless there are unforeseen circumstances or force majeure.

**If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

## **9 YOUR OBLIGATIONS IN CASE OF AN INCIDENT**

The declaration of incident will have to be accompanied by the following items:

- the receipt for filing of a complaint in case of theft or declaration of theft made to a competent authority (police, state police, transport company, purser...) when it involves the theft during the stay or loss by a transport company,
- the observation report on loss or destruction established with the transporter (sea, air, rail, road) when your baggage or objects are lost, damaged or stolen during the period when they are in the legal custody of the transporter,
- A copy of the list of items reported damaged or stolen, submitted to the transport company,
- The reimbursement letter from the airline or transport company stating the compensation paid to you,
- Original proofs of purchase for damaged or stolen items,
- In the event of late delivery, the certificate of irregularity confirming the problem, issued by the carrier, and the baggage delivery slip showing the date and time of delivery.

**In case these documents are not presented, you risk forfeiting your rights to indemnification.**

**The amounts insured may not be considered as proof of the value of the property for which you request indemnification, or as proof of the existence of this property.**

**You are required to justify, by any means within your power and by any document in your possession, the existence and value of this property at the time of the Incident, as well as the significance of the losses.**

**If you consciously use inaccurate documents as justification, or use fraudulent means or provide inaccurate or incomplete declarations, you will forfeit any right to an indemnity, without prejudice to action that we would then be justified in taking against you.**

## **10 REDRESS**

As our cover is provided as an addition to other cover provided elsewhere, it is the responsibility of the Insured Party to claim against the airline or any other organization liable for the loss.

The *Insured Party* is required to take all necessary measures to limit the loss and to have it recorded by the competent authorities.

Luggage damaged during the trip, or not returned by the transport company, must be the subject of a certificate of irregularity and a report drawn up by the transport company before being accepted by the *Insured Party*. If the Insured Party does not discover the damage until after delivery, he/she must

ask the said company to draw up the certificate and the report within three days. If they refuse to supply this certificate, the Insured Party must formally submit his/her objection within three days.

## **11 WHAT HAPPENS IF YOU RECOVER ALL OR A PORTION OF YOUR LUGGAGE, OBJECTS OR PERSONAL EFFECTS?**

You must immediately notify ASSURINCO by writing (confer article What to do in case of the claim?) as soon as you are informed:

- if we have not paid the indemnity, you must take possession of said baggage, objects or personal effects; we will only be required to pay for eventual damage or missing items,
- if we have already indemnified you, within a period of 15 days, you may opt for:
  - o either abandoning said baggage, objects or personal effects to us,
  - o or taking back said baggage, objects or personal effects by returning the indemnity that you have received after deduction, if necessary, for the portion of this indemnity corresponding to the damage or missing items.

If you have not expressed a choice within a period of 15 days, we consider that you are opting for abandonment.

## **TOTAL INTERRUPTION OF STAY**

### **1 PURPOSE OF THE GUARANTEE**

Following your medical repatriation or your early return arranged by MUTUAIDE ASSISTANCE or any other assistance company, we will reimburse you and the subscribing your *family members* or a person covered by this contract who is accompanying you, the expenses for stays already settled and not used (transport not included) on a prorated basis, starting from the night following the event leading to medical repatriation or hospitalization on site.

Similarly, if a member of your family who is not traveling has a *serious illness, serious bodily accident* or death and, for this reason, you have to interrupt your stay and MUTUAIDE ASSISTANCE proceed with your repatriation, we reimburse you and your *family members* or a person accompanying you, on a prorated basis, the expenses of stay already settled and not used (transport not included), starting from the night following the date of early return.

We also intervene in case of theft, serious damage from fire, explosion, water damage, or caused by the forces of nature to your professional or private premises, and necessarily requiring your presence to take the necessary mitigation measures. We will reimburse you and the covered members of your family or a covered person under this contract who is accompanying you, for the expenses for stays which have already been paid and not used (transport not included), on a prorated basis, starting from the night following the date of early return.

### **2 WHAT WE EXCLUDE**

**Other than the exclusions common to all guarantees, the following are also excluded:**

- **The claims for reimbursement of the ticketing for transport,**
- **Requests for the reimbursement of services not listed on the subscription form (even if these services are purchased from the organizer's local representative on-site),**
- **Interruptions to the trip for which the cause was known before departure,**
- **Reimbursement for unused services when your medical repatriation or early return was not**

- organized by an assistance company,
- A beauty treatment, spa treatment, voluntary termination of pregnancy, in vitro fertilization and its consequences;
- An unstabilised pathology that has been diagnosed or treated within the 30 days prior to booking the stay,
- Any interruptions to stays due to an *Epidemic or Pandemic*.

### 3 WHEN DO YOU HAVE TO REPORT THE CLAIM?

#### Two steps

1/ You must contact MUTUAIDE ASSISTANCE to request your repatriation.

2/ On the other hand, you must report the claim to ASSURINCO (confer article What to do in case of the claim?) within 5 business days unless there are unforeseen circumstances or force majeure.

**If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

### 4 YOUR OBLIGATIONS IN CASE OF AN INCIDENT

You must send ASSURINCO all the documents necessary for the constitution of the file and to prove the legitimacy and amount of the claim.

In all cases, the declaration of incident will have to be accompanied by the following items:

- The originals of the detailed invoices from the travel planner, showing the land-based services and the transport services,
- The invoice for registration for the trip or the registration form of the agency
- Certificate or proof from the Assistance Provider MUTUAIDE ASSISTANCE confirming the date of repatriation or early return and the reason for it,
- Any other necessary document that we judge necessary for the instruction of dossier.

**Without communication to our medical consultant of the medical information necessary for investigation of the case, the case may not be processed.**

## TRANSPORT PACK OPTION (only if option subscribed)

### DELAY TRANSPORT

#### 1 PURPOSE OF THE GUARANTEE

If you have been delayed more than 4 hours with respect to the arrival time scheduled at the final destination specified in your sales contract, we will reimburse you a lump sum, up to the amount indicated in the Table of Guarantees

The compensation is cumulative if the delay is suffered on the outbound trip, the return trip or a trip during the travel.

#### 2 THE CONDITIONS OF GRANTING THE GUARANTEE

The guarantee is acquired provided you have taken the covered trip.

This guarantee is granted to you for Round-trip transport of :

- regular flight, train, boat of companies which the times are published,
- outbound charter flights which the time indicated on the outbound flight ticket,
- inbound charter flights: the time of flight confirmation communicated to you by the travel agency.

### 3 WHAT WE EXCLUDE

Other than the exclusions common to all guarantees, are also excluded the consecutive delays:

- Weather conditions,
- The state of civil war or foreign war in the country of departure, transfer or arrival of the insured flight,
- Your boarding being denied on the route initially planned by the authorized organization,
- Your refusal to take the insured transport,
- Flights that you have not confirmed in advance,
- Missed trip for which your reservation was confirmed, for whatever reason,
- Your non-admission on board, consecutive or no-respect to failure to respect the deadline for your registration, or your failure to check in your baggage and/or present yourself for boarding,
- A decision by the airport authorities, civil aviation authorities or other authorities having announced the modification to departure times more than 24 hours before the outward or return date shown on your ticket.

It is up to you to prove that the delay in transport is the result of one of the events listed above, except in the case of foreign war, where, in application of the provisions of the French Insurance Code, it is up to you to prove that the delay in transport is the result of an event other than foreign war.

### 4 WHEN DO YOU HAVE TO REPORT THE CLAIM ?

You must notify ASSURINCO by writing on the website (confer article What to do in case of the claim?) as soon as you return and no later than 15 days after your return. **If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

### 5 YOUR OBLIGATIONS IN CASE OF AN INCIDENT

You must send ASSURINCO all the documents necessary for the constitution of the file and to prove the legitimacy and amount of the claim.

In all cases, the declaration of incident will have to be accompanied by the following items:

- The tickets transport and their purchase invoice, the stub of your boarding pass,
- A certificate of delay established and stamped by the transport company or its representative. This certificate must include the expected arrival time at the destination, the actual arrival time recorded and must be nominative if you are unable to provide the stub of your boarding pass or proof of your presence on board.
- Any other supporting documents you may require.

#### IMPORTANT

**Should you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and, therefore, you will not be able to be compensated.**

**Furthermore, a person who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit any right to compensation.**

## LOSS DAMAGE WAIVER

### 1 PURPOSE OF THE GUARANTEE

Following a collision for which the Insured is held responsible, resulting in damage to the rented vehicle (snowmobile, quad, buggy or jet sky), We will reimburse, within the limit indicated in the Table of Guarantees, all or part of the deductible specified in the rental contract, remaining as the responsibility of the Insured, corresponding to the costs of repairing the rental vehicle (snowmobile, quad, buggy or jet sky).

### 2 WHAT WE EXCLUDE

Other than the exclusions common to all guarantees, the following are also:

- Confiscation of the vehicle, removal or requisition of the vehicle by the authorities,
- Damage caused by wear and tear, lack of maintenance or defects in the construction of the vehicle,
- Inappropriate use of the vehicle,
- Damage to or theft of equipment such as helmets, gloves, masks and boots,
- Bodily injury or property damage to persons (passenger or third party),
- Losses occurring between 8 p.m. and 6 a.m.,
- Participation in competitions or endurance or speed events and their preparatory trials,
- Any request of claim other than reimbursement of the deductible for damage to the vehicle.

### 3 THE AMOUNT OF THE GUARANTEE

Up to the maximum amount shown in the Table of Guarantee amounts, reimbursement of the deductible specified in the rental contract and payable by the *Insured*, corresponding to the cost of repairing or restoring the rental vehicle. These costs are covered for the Insured and any accompanying persons registered at the same time as him, and *Insured* under the same contract (maximum 4 people).

### 4 WHEN DO YOU HAVE TO REPORT THE CLAIM ?

You must notify ASSURINCO by writing on the website (confer article What to do in case of the claim?) as soon as the loss occurs, and within 5 working days at the latest. **If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

### 5 YOUR OBLIGATIONS IN CASE OF AN INCIDENT

You must send ASSURINCO all the documents necessary for the constitution of the file and to prove the legitimacy and amount of the claim.

In all cases, the declaration of incident will have to be accompanied by the following items:

- The invoice for registration for the trip,
- The copy of rental contract,
- The facts of damage or theft report,
- The Reservation form with the rental agency,
- The proof of the amount of deductible paid.

**If you fail to comply with the above obligations, except in cases of acts of God or force majeure, we shall be entitled to claim compensation proportionate to the loss caused to us by such a failure, which shall be deducted from any compensation we may be required to pay.**

**If you deliberately misrepresent the nature and circumstances of the claim or the amount of damage or loss, or fail to declare the existence of other insurance covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will forfeit all rights to compensation.**

## PRICE GUARANTEE

### 1 PURPOSE OF THE GUARANTEE

In the event of revision of the price of your trip occurring between the date of booking and the payment of a deposit, on one hand, and the date of issue of the invoice for payment of the balance of the price of your trip, on the other hand, and without this date being less than 30 days before departure, we guarantee, within the limits indicated in the table of guarantee amounts, the reimbursement of additional costs resulting from an increase in the cost of the trip related to an increase in the cost of fuel, or/and variation in the cost of taxes and other port and airport fees.

Only claims submitted in a single file after the final invoice has been issued and the balance has been paid to the tourism operator will be taken into account.

### 2 EFFECTIVE DATE OF GUARANTEE

The guarantee takes effect on the date of payment of a deposit and expires on payment of the balance of the trip, without this date being less than 20 days before departure.

### 3 WHAT WE EXCLUDE

Other than the exclusions common to all guarantees, the following are also:

- **The increase in the price of your trip following the reservation of new services or following the modification of your initial reservation,**
- **The increase in price of the trip due to default, of any kind, including financial, of the travel organizer or transporter rendering it impossible to fulfil its contractual obligations.**
- **The increase in the price of the trip within 20 days before departure,**

### 4 THE AMOUNT OF THE GUARANTEE

Reimbursement of additional costs between the date of booking and payment of a deposit on the one hand, and the date of payment of the balance of the trip by the Insured on the other hand, without this date being less than 20 days before departure, provided that the amount of this increase in the price of the trip exceeds €25 per person.

These costs are covered for the *Insured* and his companions registered at the same time as the *Insured*, and insured under the same contract (maximum of six people covered).

### 5 WHEN DO YOU HAVE TO REPORT THE CLAIM ?

You must report the claim to ASSURINCO (confer article What to do in case of the claim?) within 5 business days after the balance billing date.

**If this deadline is not respected and, as a result, we endure harm, you will lose any right to an indemnity.**

### 6 YOUR OBLIGATIONS IN CASE OF AN INCIDENT

You must send ASSURINCO all the documents necessary for the constitution of the file and to prove the legitimacy and amount of the claim.

In all cases, the declaration of incident will have to be accompanied by original supporting documents:

#### For Tour Operator files

- The sales contract signed between the group organizer and the tourism operator,
- The paid bill for the revision of the price of the trip mentioning the reason for the increase,
- The supporting document issued by the Tour Operator specifying the date on which the agency is informed of the increase of the tax or fuel surcharge.

#### For the tickets BSP (Billing and Settlement Plan):

- Screen shots (to be requested to the tourism operator) on the day of reservation and on the day of issue,
- The paid bill established by the tour operator for fuel increases or taxes,
- The proof issued by the airline specifying the amount of the fuel increase or the reassessment of the airport tax.

## **7 VALIDITY CONDITIONS**

This guarantee must be taken out simultaneously with registration for signature of the sales contract between the group organizer, the tourism operator, and the *Insured*, no later than the date of payment of the first deposit and in any circumstances more than 20 days before departure.

## **MULTIPLE INSURANCE POLICIES**

In accordance with the provisions of Article L 121-4 of the Insurance Code, when several insurance policies are subscribed without fraud for the same risk, each of them produces its effects within the limits of the guarantees of the contract, and in compliance with the provisions of Article L 121-1 of the Insurance Code. In this case, the Insured must notify all insurers.

Within these limits, the *Insured* may contact the Insurer of his choice. When they are contracted in a willful or fraudulent manner, the sanctions provided for by the Insurance Code (nullity of the contract and damages) are applicable.

## **THE HANDLING OF INSURANCE COMPLAINTS**

During the period of the Contract, difficulties may arise.

Also, for any request or rectification of information or in the event of a dispute you must first consult your MANAGER, ASSURINCO in writing:

By mail to: [reclamation@assurinco.com](mailto:reclamation@assurinco.com)

For the Insurance guarantees listed below:

- Cancellation travel
- Missed Departure or Return
- Luggage
- Total interruption of stay
- Transport delays
- Excess buydown
- Price guarantee

You will receive a receipt within 10 working days maximum. You will be kept informed of the progress of the examination of your situation, and will receive, unless justified exceptions in writing, a response no later than two (2) months following the sending of your letter of complaint.

If the answer does not satisfy you, you can contact the Insurer's customer relations department (AREAS - 49, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr), telephone: 01 40 17 65 00) who will respond within the same period (non-cumulative), meaning within two months following the date of sending your complaint letter.

In any ways, in the event of persistent disagreement and the expiration of the period of two (2) months after sending your complaint, provided that no legal action has been taken, you have the possibility to contact Insurance Mediation:

By postal to:

**LA MEDIATION DE L'ASSURANCE  
TSA 50110  
75441 Paris Cedex 09**

Or electronically:

[www.mediation-assurance.org](http://www.mediation-assurance.org)

The opinion of the insurance mediator does not bind the parties, who are free to accept or refuse his proposed solution and refer the matter to the competent court.

## FRAMEWORK OF THE INSURANCE CONTRACT

### 1 EXCLUSIONS COMMON TO ALL RISKS

The following are not covered:

- Services which were not requested during travel and which were not organized by us, or with our approval, do not grant the right, presumably, to reimbursement or indemnification,
- Expenses for dining, hotel, except those specified in the text on guarantees,
- Harm caused intentionally by the Insured and that resulting from his participation in a crime, misdemeanor or altercation, except in a case of legitimate defense,
- The amount for condemnations and their consequences,
- Use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or rally resulting in national or international ranking that is organized by a sports federation for which a license is issued as well as training for the purpose of these competitions,
- The professional practice of any sport,
- Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air,
- Consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity,
- Expenses incurred after return from travel or expiration of the guarantee, Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking,
- Willful non-compliance with the regulations of the visited country or the practice of activities not authorized by local authorities,
- Official bans, seizures or restrictions by the public authorities,
- Use by the Insured of air navigation equipment,
- Use of war machines, explosives and firearms,

- Damage resulting from intentional or fraudulent fault of the Insured in conformity with article L.113-1 of the Insurance Code,
- Suicide or attempted suicide,
- The *Epidemics* and *Pandemics* unless otherwise stipulated in the guarantee in the event of damage linked to COVID-19 and in accordance with the provisions provided for by the COVID EXTENSION indicated in ANNEX 1, pollution, natural disasters,
- • The consequences situations of risk which are subject to collective quarantine or preventive measures on the part of the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin , unless otherwise stipulated in the warranty,
- Civil or foreign war, demonstrations, acts of terrorism, hostage-taking and their consequences,
- Riots, strikes unless otherwise stipulated in the policy,
- Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.

## 2 ENTRIES INTO EFFECT AND EXPIRATION OF GUARANTEES

GUARANTEES	ENTRY EFFECT	EXPIRATION
CANCELLATION TRAVEL MISSED DEPARTURE	The day of subscription to this Contract	The day the trip begins (place of meeting of the group)
MISSED RETURN	The last day of the trip	The last day of the Trip (upon arrival at Your Home)
PRICE GUARANTEE	The day of subscription to this Contract	20 days before the departure of the Trip
OTHER GUARANTEES	The day the trip begins (place of meeting of the group)	The last day of the trip (place of dispersion of the group)

**In no case may the duration of the contract exceed 90 days following the day of departure for travel.**

## 3 PAYMENT OF THE PREMIUM

To benefit from the guarantees described in this information notice, You must first pay the premium corresponding to the membership.

The premium is payable in cash at the time of your membership with your tourism operator. In the absence of payment at the time of membership, the contract will be considered null and void and will not provided any benefits or compensation.

## 4 DATA PROTECTION

The Insured recognizes being informed that the Insurer processes his personal information in accordance with regulations on the protection of personal information which are in effect and that, in addition:

- The answers to the questions asked are mandatory and that, in case of false statements or omissions, the consequences for him may be invalidity of his enrolment in the contract (article L 113-8 of the Insurance Code) or reduction of the indemnities (article L 113-9 of the Insurance Code),
- The processing of personal information is necessary for enrolment and execution of his contract and its guarantees, for management of the commercial and contractual relationships, and to satisfy legal, regulatory and administrative provisions in effect.
- The data collected and processed are kept for the duration necessary for fulfilment of the contract or the legal obligation. This data is then archived in accordance with the durations specified by provisions related to time limits.

- The recipients of the data concerning him are, within the limits of their duties, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of carrying out their assignments.

They may also be sent to professional bodies as well as to all persons involved in the contract, such as lawyers, insurance adjusters, court officers and ministerial officers, guardians and investigators.

Information relating to him may also be sent to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and supervisory authorities and any public bodies authorized to receive it as well as to the services in charge of control such as statutory auditors, auditors and departments in charge of internal control).

- As a financial institution, the Insurer is subject to legal obligations resulting mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it performs monitoring of contracts which could result in establishment of a declaration of suspicion or a measure of freezing of assets.
- Data and documents relating to the Insured are retained for a period of five (5) years from the termination of the contract or termination of the relationship.

Within this context, his personal information (or concerning the persons who are parties to or concerned by the contract) may be processed by any authorized person intervening within the entities of the Insurer Group in the fight against fraud. This information may also be sent to the authorized staff of organizations directly affected by fraud (other insurance organizations or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, departmental officers, third-party organizations authorized by a legal provision and, where applicable). appropriate, victims of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the closing date of the fraud file, or until the end of the legal proceedings and of the applicable time limits.

For persons placed on a list of presumed fraudsters, the data concerning them are suppressed 5 years following the date of placement on this list.

- As an Insurer, it is entitled to carry out data processing relating to offenses, convictions and security measures either at the time of the subscription to the contract, during the effective period of the contract, or within the framework of handling a dispute.
- Personal information may also be used by the Insurer within the framework of processing that it does for the purposes of research and development to improve the quality or relevance of its future insurance products and / or assistance and service offers.
- His personal information may be accessible to certain employees or service providers, located in countries outside the European Union.
- By providing proof of his identity, the Insured has the right to access, rectify, eliminate and object to the information processed. He also has the right to request to limit the use of his information when it is no longer needed, or to recover the data he provided, in a structured format, when it is necessary for the contract or when he has approved use of this information.

He has a right to provide instructions regarding what will be done with his personal information after his death. These instructions, general or specific, concern retention, elimination and communication of his data after his demise.

These rights may be exercised with the Insurer's Representative for Data Protection by email: sent to [dpo@areas.fr](mailto:dpo@areas.fr)

After having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

## 5 SUBROGATION

The Insurer is subrogated in the rights and actions of the Insured, to the limit of the indemnities paid and services provided by it, against any party responsible for the events having caused its intervention. When the services provided in execution of the agreement are covered, in part or in whole, by another company or institution, the Insurer is subrogated in the rights and actions of the Insured against this company or institution.

## 6 TIME LIMITS

The provisions relating to the limitation period for actions arising from the insurance contract are set by Articles L. 114-1 to L. 114-3 of the Insurance Code reproduced below:

### **Article L. 114-1 of the Insurance Code:**

Any action resulting from an insurance contract is time-barred two years after the event giving rise to it.

However, this period does not run:

1° In the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;

2° In the event of a claim, from the day that the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the action of the *Insured* against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against the *Insured* or was indemnified by this latter party.

The limitation period is extended to 10 years in life insurance contracts when the beneficiary is a person distinct from the subscriber and, in insurance contracts against accidents affecting persons, when the beneficiaries are the entitled of the deceased Insured.

For life insurance contracts, notwithstanding the provisions of 2°, the actions of the beneficiary are prescribed no later than 30 years from the death of the Insured.

### **Article L. 114-2 of the Insurance Code:**

The limitation period is interrupted by ordinary causes of interruption of the prescription and by the appointment of experts following a claim.

The interruption of the prescription for the action may, furthermore, result from the sending of a registered letter with receipt, sent by the Insurer to the Insured with regard to concerns the action for payment of the premium and by the Insured to the Insurer with regard to the settlement of the compensation.

### **Article L. 114-3 of the Insurance Code:**

By derogation from article 2254 of the civil code, the parties to the insurance contract cannot, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of suspension or interruption thereof.

**Additional information:**

The ordinary causes of interruption of the prescription referred to in article L. 114-2 of the French Insurance Code are set out in articles 2240 to 2246 of the French Civil Code, reproduced below.

**Article 2240 of Civil Code:**

The recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period.

**Article 2241 of Civil Code:**

The legal action, even in summary proceedings, interrupts the prescription period of as well as the foreclosure period.

The same applies when it is brought before an incompetent jurisdiction or when the act of referral to the court is annulled due to a procedural defect.

**Article 2242 of Civil Code:**

The interruption resulting from the legal request produces its effects until the extinction of the instance.

**Article 2243 of Civil Code:**

The interruption is non-applicable if the applicant withdraws of his request or allows to expire the instance, or if his request is definitively rejected.

**Article 2244 of Civil Code:**

The limitation period or the foreclosure period is also interrupted by a precautionary measure taken in application of the code of civil enforcement procedures or an act of forced execution.

**Article 2245 of Civil Code:**

The arrest made to one of supportive debtors by a legal request or by an act of forced execution or the recognition by the debtor of the right of the one against whom he prescribed interrupts the prescription period, towards other debtors, even against their heirs.

However, the interpellation made to one of the heirs of a supportive debtor or the recognition of this heir does not interrupt the prescription period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This questioning or this recognition only interrupts the prescription period, with regard to the other co-debtors, for the part for which this heir is liable.

To interrupt the prescription period for the whole, with regard to the other co-debtors, it is necessary to interpellated all the heirs of the deceased debtor or to recognize all these heirs.

**Article 2246 of Civil Code:**

The interpellation made to the principal debtor or his recognition interrupts the prescription period against the surety.

**7 SETTLEMENTS OF DISPUTES**

Any dispute arising between the Insurer and the Insured relating to determination and payment of benefits shall be submitted one of the parties, in the absence of amicable resolution, to the competent Court at the domicile of the Insured, in accordance with the provisions of article R 114-1 of the Insurance Code.

## **8 FALSE DECLARATIONS**

When they change the subject of the risk or decrease our opinion of it:

- Any reticence or intentionally false declaration on your part results in invalidity of the contract. The premiums paid are retained by us and we will be within our rights to require the payment of premiums come due, as specified in article L 113.8;
- Any omission or inexact declaration on your part for which bad faith is not established results in cancellation of the contract 10 days after notification has been sent to you by registered mail and/or the application of the reduction of indemnities in conformity with article L 113.9 of the Insurance Code.

## **9 REGULATOR**

The authority in charge of regulation of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Resolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.

## APPENDIX 1: COVID EXTENSION

### 1 WHAT DO WE COVER?

Notwithstanding the exclusions stated in this policy, we cover the reimbursement of the sums actually paid and the cancellation or modification fees due under this Policy, up to the amount stated in the Table of Benefits, if you are unable to leave on medical grounds for the reasons and circumstances listed below, to the exclusion of all others:

- ✓ **Cancellation due to Serious Illness declared within 30 days prior to departure, following the contamination of the Insured Party with COVID-19**, with proof of this being provided by a medical authority, and resulting in quarantine and/or hospitalization (supporting documents will be required);
- ✓ **Cancellation due to Serious Illness declared within 30 days prior to departure, following the contamination of a Member of the Insured Party's family with COVID-19**, with proof of this being provided by a medical authority, and resulting in hospitalization (supporting documents will be required);
- ✓ **Cancellation due to boarding being denied following COVID-19 screening at the airport of departure**. (Proof of denied boarding provided by the airline or health authorities must imperatively be sent to us; no compensation will be paid in the absence of such proof);
- ✓ **Cancellation following a positive COVID-19 result from a PCR and/or antigen test performed within the 72 hours preceding departure**. In the event of a positive antigen test, the Insured Party must undergo a PCR test to confirm COVID 19 infection. In the absence of such proof, no compensation will be paid.

For the cover to be valid, the test must be performed only:

- either at the request of a physician, consulted BEFORE carrying out the test to verify existing symptoms,
- or REQUIRED by the health authorities of the destination country, the tour operator or the transport company in order to carry out the trip.

**Any trip cancellation due to a positive PCR/antigen test performed outside these conditions cannot be covered by this policy and will result in no reimbursement.**

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctor, if the information provided does not prove the reality of the facts.**

### 2 HOW LONG DO YOU HAVE TO REPORT A CLAIM?

After the illness first appears, you must report the claim to ASSURINCO in writing via the website within five (5) working days of the covered event.

**If this deadline is not met and we suffer loss as a result, you will lose all rights to compensation.**

### 3 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- **In the event of serious illness and/or hospitalization:** a medical certificate and/or hospitalization report specifying the origin, nature, seriousness and foreseeable consequences of the illness;
- **In the event of a positive PCR or antigen test:** the doctor's prescription for the test to be carried out, the test result, the isolation certificate from the CPAM or ARS.

- **In the event of denied boarding:** a written confirmation issued by the transport company that denied you boarding, or by the health authorities; in the absence of this written confirmation, no compensation will be possible),

**You must provide ASSURINCO with the documents and medical information required to process your claim, via the claims declaration website, as well as the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must obtain them from your doctor and send them to ASSURINCO via the claims declaration website.**

**You must also supply any information or documents you may be asked to provide in order to justify the reason for your cancellation, and in particular:**

- All photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been dispensed or carried out, and in particular medical expenses claim forms (*sick sheets*) containing copies of the corresponding labels for the medicines prescribed,
- Statements from Social Security and any supplementary organizations or other similar bodies, relating to the reimbursement of treatment costs and the payment of daily allowances,
- The original receipted invoice for the sum that you are required to pay to the travel agency, or that the travel agency retains,
- Your insurance policy number,
- The registration form issued by the travel agency,
- And any other necessary documents.

**It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object without legitimate grounds, you will lose your right to cover.**

#### **4 WHAT WE EXCLUDE**

**In addition to the general exclusions common to all cover, the following are also excluded:**

- **Inability to leave due to border closures, travel restrictions, transport cancellations, practical organization, accommodation or safety or security conditions at the destination;**
- **Forgetting or failing to get vaccinated;**
- **PCR or antigen tests not required by the destination country, transport company or tour operator;**
- **PCR or antigen tests not prescribed by a physician BEFORE performing the test to verify existing symptoms;**
- **Any person declared as a COVID 19 contact case but not confirmed by a positive PCR test and/or not preventing the trip from taking place;**
- **An illness or event that was first diagnosed, or was the subject of a relapse or aggravation prior to the date of subscription to this policy and which makes travel impossible for the insured party;**
- **An illness or event that was first diagnosed, or was the subject of a relapse, aggravation or hospitalization between the date on which the stay was purchased and the date of subscription to the insurance policy;**
- **The health situation at the place of stay;**
- **Events occurring between the date of subscription to the insurance policy and the departure date of your trip, not listed in the article "WHAT DO WE COVER" of this APPENDIX;**
- **The simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs.**

## THE ASSISTANCE SERVICES

### TABLE OF GUARANTEE AMOUNTS

GUARANTEES	MAXIMUM AMOUNTS TTC	DEDUCTIBLES
<b>ASSISTANCE IN CASE OF ILLNESS OR INJURY</b>		
Medical repatriation or transport (including in case of COVID)	Real expenses	No deductible
Repatriation of accompanying persons	Return ticket*	No deductible
Repatriation of children under age 18	Round-trip transport ticket*	No deductible
Visit of family member/close friend	Round-trip transport ticket* Hotel fees 100 € / night Maximum 10 nights	No deductible
Prolongation of stay	Hotel fees 100 € / night Maximum 10 nights	No deductible
Hotel cost	Hotel fees 100 € / night Maximum 10 nights	No deductible
Medical expenses (following illness, including in the event of an epidemic or pandemic) outside the country of residence	<u>Outside country of residence:</u> 75,000 € / person  <u>Extension USA, Canada, Asia, Australia:</u> 150,000 € / person  800,000 € / event	30 € / person
Dental care	150 €	No deductible
<b>ASSISTANCE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC</b>		
Pre-departure telephone consultation	1 call	No deductible
Hotel expenses if required to quarantine	150 € / night / person Maximum 14 nights	No deductible
Psychological support if required to quarantine	6 telephone sessions / event	No deductible
Impossibility of return home	Maximum 1,000 € / person and 50,000 € / group + Hotel expenses: 150 € / night / person - Maximum 14 nights	No deductible
Payment for a local flat-rate telephone service	Up to 80 €	No deductible
Emergency supplies	Maximum 100 € / person and Maximum 350 € / family	No deductible
<b>ADDITIONAL ASSISTANCE TO PERSONS</b>		
Home help	15 hours spread over 4 weeks	No deductible
Shopping delivery	15 days maximum and 1 delivery / week	No deductible
Psychological support following repatriation	6 telephone sessions / event	No deductible
<b>ASSISTANCE IN CASE OF DEMISE</b>		
Repatriation of remains	Real expenses	No deductible
Funeral expenses necessary for transport	2,500 € / person	No deductible
Repatriation of accompanying family members	Return ticket*	No deductible

<b>TRAVEL ASSISTANCE</b>		
Legal assistance abroad:		
- Payment of attorney's fees	5,000 €	No deductible
- Advance of bail bond	10,000 €	No deductible
Early return	Return ticket*	No deductible
Assistance to minors who remained at home	Round-trip transport ticket*	No deductible
Sending of medications abroad	Shipping costs	No deductible
Transmission of urgent messages	Real expenses	No deductible
Expenses for search and rescue	10,000 € / person 20,000 € / event	No deductible
Rescue on the trail	10,000 € / person 20,000 € / event	No deductible
Advance of funds (only abroad)	1 500 € / person	No deductible
Replacement driver	Ticket or drive	No deductible

\* By first class train or economy class airliner

## GLOSSARY OF ASSISTANCE SERVICES

These definitions form an integral part of this policy. They make it easier to read and help the Insured Party to fully appreciate the assistance services available to him/her. You should refer to it if you have any trouble understanding anything in the policy.

### **Us, the Insurer**

The Insurer is MUTUAIDE ASSISTANCE – 126 rue de la Piazza 93196 Noisy le grand - S.A. with capital of 12,558,240 € fully paid in – Company governed by the Insurance Code RCS 383 974 086 Bobigny - VAT FR 31 3 974 086 000 19.

### **Accident with serious bodily harm**

Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

### **Insured**

Physical person or group duly insured under this contract and the corresponding plan. These persons, hereinafter designated as “you”,

### **Attack**

Any act of violence, constituting a criminal or illegal attack, having been perpetrated against persons and/or property in the country of your stay, having the purpose of seriously disrupting public order through intimidation and terror, and having received media coverage.

This “attack” will have to have been recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks occur on the same day in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

### **Luggage**

Travel bags, suitcases, trunks and their contents, to the exclusion of the clothing that you are wearing.

### **Natural disaster**

Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon such as an earthquake, a volcanic eruption, a tidal wave, a flood or natural cataclysm resulting from the abnormal intensity of an agent that is natural and recognized as such by the public authorities.

### **Definition of assistance to persons**

Assistance to persons includes any services used in case of illness, injury or death of persons covered during covered travel.

### **Covered travel**

Travel organized by the Subscriber and for which you are insured by the corresponding plan. The duration of validity of the guarantees corresponds to the travel dates indicated on the invoice issued, with a maximum duration of 90 consecutive days.

**Domicile**

For the guarantees of Assistance and Insurance, these persons must have their principal and usual residence in France, in the overseas departments and territories sui generis or in Europe. In case of disagreement, the tax domicile shall be considered the domicile.

**DOM-ROM, COM and sui generis communities**

Guadeloupe, Martinique, French Guyana, Reunion Island, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Bartheleme, New Caledonia.

**Duration of the guarantees**

The duration of validity of the guarantees corresponds to the travel dates indicated on the invoice issued by the trip organizer, with a maximum duration of 90 consecutive days.

**Basic necessities**

Clothing and toiletries permitting you to temporarily deal with the unavailability of your personal effects.

**Europe**

Europe refers to the following countries: Germany, Andorra, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, continental France, Gibraltar, Hungary, Greece, Ireland, Italy and islands, Lichtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Norway, the Netherlands, Poland, Portugal, Romania, United Kingdom, Slovakia, Slovenia, Czech Republic, San Marino, Sweden and Switzerland.

**Events covered for assistance**

Illness, injury or death during covered travel.

**Execution of the services**

The services covered by this agreement may only be applied with prior approval from MUTUAIDE ASSISTANCE. As a result, no expense generated under the authority of Insureds will be able to be reimbursed by MUTUAIDE ASSISTANCE.

**Deductible**

Portion of the claim left under the responsibility of the Insured specified by the contract in case of indemnification following an incident. The deductible may be expressed as an amount, percentage, days, hours or kilometers.

**Group**

All participants appearing on the same trip registration form.

**Long haul**

“Long-haul” refers to travel to other countries in the world.

**Maghreb**

Algeria, Morocco, Tunisia.

**Illness**

Sudden and unforeseeable alteration of health observed by a competent medical authority.

**Serious illness**

Sudden and unforeseeable change in health observed by a competent medical authority and resulting in the issuance of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

**Maximum per event**

In case the guarantee is exercised in favor of several insured victims for the same event and insured under the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims. Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

**Family members**

Your legal or common-law spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, father-in-law, mother-in-law, brothers, sisters, including the children of the spouse or common-law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces, cousins or those of your spouse. They must reside in the same country as you unless there is a contractual stipulation to the contrary.

**Medium haul**

“Medium haul” refers to travel to Europe and the Maghreb countries.

**We organize**

We make the necessary arrangements to grant you access to the service.

**We cover**

We finance the service.

**Invalidity**

Any fraud, falsification, false declaration or false account which could lead to application of the guarantees specified in the agreement, results in the invalidity of our commitments and forfeiture of the rights specified in said agreement.

**Precious objects**

Worn pearls, jewelry, watches or furs, as well as any sound and/or image reproduction apparatus and their accessories, hunting rifles, fishing gear, laptop computers.

**Incident**

Random event of a nature to trigger the guarantee of this contract.

**Subscriber**

The organizer of the trip having its headquarters in continental France.

**Territoriality**

Entire world.

## DESCRIPTION OF ASSISTANCE SERVICES

### 1. ASSISTANCE IN CASE OF ILLNESS OR INJURY

#### 1.1 REPATRIATION OR MEDICAL TRANSPORT (INCLUDING IN THE EVENT OF AN EPIDEMIC OR PANDEMIC)

You are sick or injured during a covered trip. We organize and pay for your repatriation to your domicile or to the hospital establishment close to your home.

Only requirements of a medical nature are taken into consideration for determining the date of repatriation, the choice of means of transport or the location of hospitalization. The decision of repatriation is taken into account by our medical consultant, after obtaining an opinion from the local care provider and, eventually, the family doctor.

At the time of your repatriation, and upon instructions from our medical consultant, we organize and cover transport for a person to accompany you.

**Any refusal of the solution proposed by our medical team results in cancellation of the guarantee of assistance to persons.**

#### 1.2 REPATRIATION OF ACCOMPANYING PERSONS

You are repatriated medically during a guaranteed trip.

We organize and cover, if they may not return home by the means initially foreseen, the transport home of your beneficiary family members or an insured person accompanying you at the time of occurrence of the event, based on a plane ticket in economy class or a train ticket in 1st class.

#### 1.3 REPATRIATION OF CHILDREN UNDER AGE 18

If you are ill or injured and no one is able to take care of your children under 18 years of age, we organize and cover the round-trip travel, by train in 1st class or by plane in economy class, of a person of your choice or of one of our hostesses to bring them to your domicile or that of a member of your family.

#### 1.4 VISIT OF FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 7 days. We organize and cover the round-trip transport by plane in economic class or by train in 1st class of a person close to you residing in the same country as you, as well as his expenses for stay (room, breakfast) so that he may be at your bedside.

Our coverage for his lodging is provided to the limit of the amount indicated in the Table of Guarantees.

**In any event, expenses for dining or other expenses remain the responsibility of this person.**

**This guarantee may not be combined with the “Repatriation of accompanying persons” guarantee.**

#### 1.5 PROLONGATION OF STAY

You are hospitalized during covered travel and our doctors decide that this hospitalization is necessary beyond your initial return date.

We cover the expenses for lodging (room and breakfast) of the beneficiary members of your family or of an insured accompanying person to be at your bedside, to the limit of the amount indicated in the Table of Guarantees.

Only requirements of a medical nature are taken into consideration to grant this guarantee.

**In any event, expenses for dining or other expenses remain the responsibility of this person. This guarantee may not be combined with the “visit of close family/friend” guarantee.**

## 1.6 HOTEL COSTS

If you are obligated to prolong your stay for demonstrated medical reasons, without hospitalization and after approval from the consulting physician, we organize and cover your expenses for hotel (room and breakfast), as well as that of the beneficiary members of your family or of an insured accompanying person, to the limit of the amount indicated in the Table of Guarantees.

## 1.7 MEDICAL EXPENSES (OUTSIDE OF COUNTRY OF RESIDENCE)

When medical expenses have been incurred with our prior approval, we reimburse you the portion of these expenses that are not reimbursed by the eventual insurance organizations with which you are affiliated.

We intervene once the reimbursements made by the above-mentioned insurance organizations have been paid, after subtracting a deductible, the amount of which is indicated in the Table of Guarantees, and subject to having received the original documentation to support the reimbursement from your insurance organization.

This reimbursement covers the expenses defined below, provided that they involve care received by you outside your country of residence, following an illness or accident having occurred outside your country of residence.

In this case, we reimburse the amount of the expenses incurred up to the amounts specified in the Table of Guarantees.

In the event that the insurance organization to which you pay contributions does not accept to cover the medical expenses incurred, we will reimburse the expenses incurred to the limit of the amount indicated in the Table of Guarantees, provided that we receive the original invoices for medical expenses and the certificate attesting to the absence of coverage from the insurance organization.

This service ceases as of the date that we are effectively able to complete your repatriation.

Nature of expenses granting the right to reimbursement (subject to prior approval):

- medical expenses;
- costs of medication prescribed by a doctor or surgeon;
- ambulance costs ordered by a doctor for transport to the nearest hospital, only in the event of refusal to cover these costs by insurance companies;
- hospitalization costs provided that it is decided by the Assistance doctors, after gathering information from the local doctor, that you cannot be moved (hospitalization costs incurred from the day we are able to repatriate you are not covered);
- emergency dental expenses (limited to the amount indicated in the Table of Benefits. without application of an excess).
- cost of PCR test, if positive.

## EXTENSION OF THE BENEFIT: ADVANCE OF EXPENSES FOR HOSPITALIZATION (OUTSIDE COUNTRY OF RESIDENCE)

To the limit of the coverage amounts specified above, we are able to advance expenses for hospitalization which you must incur outside your country of residence, under the following cumulative conditions:

- the doctors of MUTUAIDE ASSISTANCE must decide, after gathering information from the local doctor, whether or not it is impossible to immediately repatriate you to your country of residence.
- the care to which the advance applies must be prescribed in accordance with the doctors of MUTUAIDE ASSISTANCE.

- you or any person authorized by you must formally agree, by signing a specific document provided by MUTUAIDE ASSISTANCE at the time of application of the present service:
  - to undertake the procedures for the coverage of expenses with the insurance organizations within the 15 days following the mailing date of the items necessary for these procedures by MUTUAIDE ASSISTANCE,
  - to reimburse MUTUAIDE ASSISTANCE the amounts received in this regard from the insurance organizations within the week that follows receipt of these amounts.

The expenses not covered by the insurance organizations shall remain our responsibility, and to the limit of the coverage amount specified for “medical expenses”. You will have to provide us with the attestation of absence of coverage coming from these insurance organizations within the week following receipt of it.

**In order to protect our rights, we reserve the right to request that you or your beneficiaries provide us with a commitment letter obligating you to carry out the necessary procedures with the welfare organizations and to reimburse us the amounts received.**

**In the absence of having carried out the procedures for coverage with the insurance organizations within the allotted timeframes, or in the event of failure to provide the attestation of absence of coverage from these insurance organizations to MUTUAIDE ASSISTANCE within the allotted timeframes, you will not be able to avail yourself of the “medical expenses” service and you will have to reimburse all hospitalization expenses advanced by MUTUAIDE ASSISTANCE and, if necessary, this latter company will initiate any necessary collection procedure, the cost of which will be your responsibility.**

#### **ASSISTANCE GUARANTEES IN THE EVENT OF AN EPIDEMIC OR PANDEMIC**

##### **PRE-DEPARTURE TELEPHONE CONSULTATION**

For all information and enquiries relating to the organization and smooth running of your trip, you can contact us before your trip 24 hours a day, 7 days a week. The information offered relates to the following areas.

*Health information:* Health, hygiene, vaccinations, precautions to take, main hospitals, advice for women, time differences, pets when travelling.

We are also available for any information you may need in the event of travel during an epidemic or pandemic. If necessary, we will put you in touch with one of our doctors.

Information is given by telephone and is not confirmed in writing or sent in document format.

The information services are provided between 8.00 am and 7.00 pm and within the time frame normally required to satisfy the request.

However, regardless of the time of the call, we welcome and record your requests and contact details in order to call you back with the answers you need.

##### **HOTEL EXPENSES AS A RESULT OF QUARANTINE REQUIREMENT**

If you are obliged to extend your trip as a result of being required to quarantine, we will organize and pay the hotel expenses (room and breakfast) as well as those of your beneficiary family members or of an insured accompanying person, up to the amount indicated in the Table of Benefits.

#### **PSYCHOLOGICAL SUPPORT AT YOUR DESTINATION IF REQUIRED TO QUARANTINE**

In the event of significant trauma if you are required to quarantine as the result of an epidemic or pandemic, we can, at your request, arrange telephone support from a psychologist, during the time of your quarantine, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

This listening service is not to be confused with the psychotherapeutic work carried out in private practice. In no case, because of the caller's physical absence, can this service replace psychotherapy.

#### **IMPOSSIBILITY OF RETURN HOME**

Your flight has been cancelled as a result of travel restrictions on population movement imposed by the local government or airline companies in the event of an epidemic or pandemic.

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

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

#### **PAYMENT FOR A LOCAL FLAT RATE TELEPHONE SERVICE**

In the event that you are required to quarantine during a covered trip outside your home country, we will cover the cost of arranging a local flat-rate telephone service, up to the limit indicated in the Table of Benefits.

#### **EMERGENCY SUPPLIES**

If you no longer have sufficient usable personal belongings at your disposal due to quarantine or hospitalization as a result of an epidemic or pandemic, we will pay for your basic necessities up to the amount shown in the Table of Benefits, upon presentation of proof.

#### **ADDITIONAL ASSISTANCE TO PERSONS**

When, during your trip, you are the victim of an illness related to an epidemic or pandemic leading to your emergency hospitalization for more than 48 hours and/or your repatriation, we provide you with additional services and benefits, provided that you make the request within fifteen days following your return home.

These services are only provided in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided that you contact us by 7 p.m. the day before at the latest.

#### **HOME HELP**

If, following your repatriation by us as the result of an illness linked to an epidemic or pandemic, you cannot carry out the usual household tasks yourself, we will search for, appoint and pay for a household helper, within the limit indicated in the Table of Benefits.

#### **SHOPPING DELIVERY**

If, following your repatriation by us as the result of an illness linked to an epidemic or pandemic, you are unable to travel outside your home, we will organize and pay for the cost of delivery of your groceries within the limit set out in the Table of Benefits.

## PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION

In the event of significant trauma after an event linked to an epidemic or pandemic, we can, at your request, arrange telephone support from a psychologist on your return home after repatriation organized by us, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

This listening service is not to be confused with the psychotherapeutic work carried out in private practice. In no case, because of the caller's physical absence, can this service replace psychotherapy.

## 2. ASSISTANCE IN CASE OF DEMISE

### 2.1 REPATRIATION OF REMAINS

You die during covered travel. We arrange repatriation of your remains to the location of the funeral in your country of residence.

Within this framework, we cover:

- Expenses for transport of the body,
- The expenses related to conservation required by applicable legislation,
- The expenses directly necessitated by transport of the body (handling, specific arrangements for transport, preparation) to the limit of the amount indicated in the Table of Guarantees.

We organize and cover, if they may not return home by the means initially foreseen, the transport home of your beneficiary family members or an insured person accompanying you at the time of occurrence of the event, based on a plane ticket in economy class or a train ticket in 1st class.

## 3. TRAVEL ASSISTANCE

### 3.1 LEGAL ASSISTANCE ABROAD

At the time of covered travel, you the subject of legal action, incarceration for non-respect or involuntary violation of the local laws and regulations. We advance the bond required by the local authorities to permit your temporary release, to the limit of the amount indicated in the Table of Guarantees.

Reimbursement of this advance must take place within a period of one month following presentation of our request for reimbursement. If the bail bond is reimbursed to you before this deadline by the Authorities of the country, it will also have to be returned.

We are also able to reimburse you, to the limit of the amount indicated in the Table of Guarantees, the fees of legal representatives upon whom you may call if action is taken against you, provided that the accusations made against you are not subject to penal sanction according to the legislation of the country.

**This guarantee is not exercised for events related to your professional activities or to custody of a motorized land vehicle.**

### 3.2 EARLY RETURN

If you must interrupt your travel prematurely in the cases listed below, we cover your additional transport expenses and those of your beneficiary family members or of an insured person covered under this contract who is accompanying you, if the transport tickets purchased for your return and theirs may not be used because of this event, based on a train ticket in 1st class or an airplane ticket in economy class.

We intervene in case of:

- Hospitalization or death of a member of your family, of a person responsible for looking after your minor-age and/or handicapped child who remained at home, of your professional replacement,
- Theft, serious damage from fire, explosion, water damage, or caused by the forces of nature to your professional or private premises, and necessarily requiring your presence to take the necessary mitigation measures.

### 3.3 ASSISTANCE TO MINORS WHO REMAINED AT HOME

If, during your trip, one of your minor or disabled children who remained in your home country is sick or involved in an accident, we are available to the person responsible for looking after him to organize his transport to the hospital center best suited to providing the care required by his condition, provided that you have given us prior written consent. We arrange for the child's return home and keep you informed about his condition. If your presence is essential, we organize your return by train in 1st class or by plane in economy class.

### 3.4 SENDING OF MEDICATIONS ABROAD

At the time of travel outside of your country of residence, you do not have medications which are necessary for your health, following loss or theft. We cover the search and transport of these medications, in case these medications or equivalent medications, advised by the doctors of MUTUAIDE ASSISTANCE, cannot be found on site (subject to obtaining the contact information of your primary care physician).

We cover the shipping of medications by the fastest means, subject to local and French legal restrictions.

**The cost of the medications and eventual customs charges are your responsibility.**

### 3.5 TRANSMISSION OF URGENT MESSAGES

It is impossible for you to contact a person in your country of residence. We send the message if it is impossible for you to do so.

Messages sent may not be serious or sensitive in nature. The messages remain under the responsibility of their authors, who must be able to be identified, and commit only them. We only act as intermediary for transmitting them.

### 3.6 EXPENSES FOR SEARCH AND RESCUE

Following an event which puts your life in danger, we cover the expenses for search and rescue at sea or in the mountains, to the limit of the amount indicated in the Table of Guarantees. Only expenses billed by a company that is duly certified to perform these activities may be reimbursed.

**We cannot under any circumstances replace local emergency services organizations.**

### 3.7 RESCUE ON THE TRAIL

You are the victim of a ski accident on open and marked trails. We cover the expense for transport by sled from the location of the accident to the bottom of the trails or to the emergency center that is closest to the location of the accident. When the emergency services cannot reach the location of the accident, the expenses for helicopter rescue or any other means are also covered.

This coverage is provided to the limit of the amount indicated in the Table of Guarantees.

These expenses are covered provided that we are informed before the end of your stay at the ski resort, and/or in the 48 hours following the emergency intervention.

### 3.7 ADVANCE OF FUNDS (only abroad)

During covered travel, your means of payment or your official documents (passport, national identification card ...) were lost or stolen.

By calling our service, we can inform you about the procedures to be carried out (filing a complaint, renewal of documents ...)

This information constitutes information of a documentary nature mentioned by article 66-1 of the modified law of 31 December 1971. Under no circumstances does it involve a legal consultation.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds up to the amount indicated in the Table of Guarantees, in exchange for an acknowledgment of debt remitted to MUTUAIDE ASSISTANCE.

**This advance is to be reimbursed to MUTUAIDE ASSISTANCE in the 30 days that follow the date that the funds are made available.**

**In the absence of payment, we reserve the right to take any necessary action for recovery.**

### 3.9 REPLACEMENT DRIVER

If you are sick or injured during covered travel in one of the countries listed below and you can no longer drive your vehicle: if none of the passengers is able to replace you, we will provide you with a driver to return the vehicle to your place of residence by the most direct route.

We cover the expenses for the trip and the pay of the driver.

The driver is required to respect labor legislation, and in particular must - in accordance with current French legislation - stop for 45 minutes after driving for 4 ½ hours, and the total amount of time driven per day must not surpass 9 hours.

If your vehicle is more than 8 years and/or has been driven more than 150,000 km or if its condition and/or load does not comply with norms defined by the French

Driving Code, you will have to mention it to us. We then reserve the right to not send a driver.

In this case, and to replace making a driver available, we provide and pay for a train ticket in first class or an airplane ticket in economy class to go pick up the car.

This benefit applies only in the following countries:

France (including Monaco, Andorra, excluding the overseas department and territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, The Netherlands, Luxembourg, the United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**The expenses for fuel, tolls, hotels and dining for passengers are your responsibility.**

## 4 EXCLUSIONS FROM ASSISTANCE TO PERSONS

**In addition to the exclusions in the article «GENERAL EXCLUSIONS», we do not provide our services for the following:**

- **Travel taken for the purpose of diagnosis and/or treatment,**
- **Expenses for medical care and hospitalization in the country of residence,**
- **Drunkenness, suicide or attempted suicide and their consequences,**
- **Any voluntary mutilation of the Insured,**
- **Benign ailments or injuries which may be treated on site and/or which do not prevent the Insured from continuing his travel,**

- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, abortion, the aftermath of childbirth,
- Convalescences and ailments during treatment, not yet healed and including a sudden risk of aggravation,
- Illness diagnosed previously that have resulted in hospitalization in the 6 months preceding the date of departure on the trip,
- Events related to medical treatment or to surgical intervention which was not unforeseen, fortuitous or accidental,
- Expenses for prosthetic devices: optical, dental, hearing, functional, etc.
- The consequences of situations of infectious risks within the context of an epidemic which involve placement into quarantine or preventive measures or measures of special observation on the part of international and/or local health authorities in the countries where you're staying, and/or national authorities in your place of origin, unless otherwise stipulated in the policy,
- Expenses for spa treatments, beauty treatments, vaccination and the resulting expenses,
- Stays in rest facilities and the resulting expenses,
- Rehabilitation, physiotherapy, chiropractic and related expenses
- Planned hospitalizations.

## GENERAL EXCLUSIONS TO ASSISTANCE SERVICES

The following are not covered:

- Services which were not requested during travel and which were not organized by us, or with our approval, do not grant the right, presumably, to reimbursement or indemnification,
- Expenses for dining, hotel, except those specified in the text on guarantees,
- Harm caused intentionally by the Insured and that resulting from his participation in a crime, misdemeanor or altercation, except in a case of legitimate defense,
- The amount for condemnations and their consequences,
- Use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or rally resulting in national or international ranking that is organized by a sports federation for which a license is issued as well as training for the purpose of these competitions,
- The professional practice of any sport,
- Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air,
- Consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity,
- Expenses incurred after return from travel or expiration of the guarantee,
- Official bans, seizures or restrictions by the public authorities,
- Use by the Insured of air navigation equipment,
- Use of war machines, explosives and firearms,
- Damage resulting from intentional or fraudulent fault of the Insured in conformity with article L.113-1 of the Insurance Code,

- **Suicide or attempted suicide,**
- **Epidemics, pollution, unless otherwise stipulated in the policy, natural disasters,**
- **Civil or foreign war, riots, strikes, demonstrations, acts of terrorism, hostage-taking, Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.**

The liability of MUTUAIDE ASSISTANCE may not under any circumstances be sought for failure or delay in fulfilling its obligations which result from a case of force majeure, or events such as civil or foreign war, rioting or protests, lockout, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, the explosion of machines and the effects of nuclear radioactivity, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstance or situation of force majeure, as well as their consequences.

## **RULES ON OPERATION OF ASSISTANCE BENEFITS**

Only the telephone call from the Insured at the time of the event makes it possible to implement assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and covers the services specified in the present agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to provide proof of his capacity and to produce, at his expense, the items and documents which prove this right.

The Insured must permit our doctors to have access to all medical information concerning the person for whom we are providing services. This information shall be treated with respect for medical secrecy.

**MUTUAIDE ASSISTANCE may not under any circumstances replace the local organizations for emergency intervention and intervenes to the limit of approval given by the local authorities, nor cover expenses thusly incurred, with the exception of expenses for transport by ambulance or taxi to the closest facility that can provide appropriate care, in case of a benign ailments or injuries which do not require repatriation or medical transport.**

Services provided by MUTUAIDE ASSISTANCE are carried out in respect of all national and international laws and regulations. They are subject to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of an Insured, this latter party must return his initial return ticket that was not used.

MUTUAIDE ASSISTANCE decides on the type of airplane ticket made available to the insured based on the possibilities offered by air transporters and the duration of the trip.

## **CONDITIONS OF REIMBURSEMENT**

Reimbursements to the Insured may only be provided by us upon presentation of the original paid invoices corresponding to expenses incurred with our approval.

Requests for reimbursement must be sent to:

**MUTUAIDE ASSISTANCE**  
**Service Gestion des Sinistres**  
**126 rue de la Piazza - CS20010**  
**93196 Noisy le Grand Cedex**

## HANDLING OF ASSISTANCE COMPLAINTS

A complaint is an oral or written expression of dissatisfaction with a professional. A request for service, information or advice is not a complaint.

If you have any complaints about your assistance coverage, you can contact MUTUAIDE by calling 01 55 98 71 52.

If your verbal complaint is not resolved to your satisfaction, we invite you to write to us, either by e-mail to: [qualite.assistance@mutuaide.fr](mailto:qualite.assistance@mutuaide.fr)

or by post to:

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX**

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our reply must be sent to you in writing within two months of the complaint being sent.

If you are not satisfied with the reply, or if no reply has been received within two months, you have the right to refer the matter to the Médiation de l'Assurance (mediation service) at [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take legal action.

## PROTECTION OF PERSONAL DATA

The Insured acknowledges being informed that the Insurer processes his personal data in accordance with regulations relative to the protection of personal data in effect and that, moreover:

- The answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for acceptance and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in accordance with the durations specified by the provisions relative to time limits;
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and re-insurers, within the framework of their duties.

It can also be sent, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators. Information concerning him may also be transmitted to the Underwriter, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control);

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors contracts, which may result in the drafting of a declaration of suspicion or a measure of freezing of assets.

The data and documents concerning the Insured are kept for a period of five (5) years from the end of the contract or termination of the relationship;

- His personal information will also be able to be used within the framework of processing to fight against insurance fraud, which may lead, if applicable, to placement on a list of persons presenting a risk of fraud.

This registration may have the effect of extending examination of his case, or even the reduction or refusal of the benefit of a right, benefit, contract or service offered.

In this context, personal data concerning him (or concerning persons or parties who are interested in the contract may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, legal officers; third-party organizations authorized by a legal provision and, if applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data is kept for up to five (5) years following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

For people registered on a list of suspected fraudsters, their data is deleted after 5 years from the date of placement on this list;

- In its capacity as Insurer, it is founded in carrying out the processing of data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of managing legal action;
- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers;
- Personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union;
- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data.

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death. These rights can be exercised with the Insurer's Data Protection Representative:

- by email: to the address [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)

or

- by postal mail: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126 rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

After having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

## SUBROGATION

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured, to the limit of the indemnities paid and services provided by Insured, against any party responsible for the events having caused its intervention. When the services provided in execution of the agreement are covered, in part or in whole, by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured against this company or institution.

## TIME LIMIT

In application of article L 114-1 of the Insurance Code, any action resulting from this contract is time-barred two years after the event giving rise to it. This period is extended to ten years for death guarantees, with the actions of beneficiaries being time-barred, at the latest, thirty years after this event.

However, this period does not run:

- In the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- In the event of a claim, from the day that the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against the Insured or was indemnified by this latter party.

This time limit may be interrupted, in accordance with article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- Recognition by the debtor of the right of the party against whom the time limit was reached (article 2240 of the Civil Code);
- A lawsuit, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- A precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

It is reminded that:

- Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.
- However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

To interrupt the time limit period for the whole debt, with regard to the other co-debtors, it is necessary to notify all the heirs of the deceased debtor or to recognize of all these heirs (article 2245 of the Civil Code).

Notification made to the principal debtor or his recognition interrupts the time limit against the guarantor (article 2246 of the Civil Code).

The time limit can also be interrupted by:

- The appointment of an adjuster following a claim;
- Sending a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer regarding settlement of the claim).

## SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to determination and payment of benefits shall be submitted one of the parties, in the absence of amicable resolution, to the competent Court at the domicile of the Insured, in accordance with the provisions of article R 114-1 of the Insurance Code.

## FALSE DECLARATIONS

**When they change the subject of the risk or decrease our opinion of it:**

- **Any reticence or intentionally false declaration on your part results in invalidity of the contract.**

**The premiums paid are retained by us and we will be within**

**our rights to require the payment of premiums come due, as specified in article L 113.8;**

- **Any omission or inexact declaration on your part for which bad faith is not established results in cancellation of the contract 10 days after notification**

- **has been sent to you by registered mail and/or the application of the reduction of indemnities in conformity with article L 113.9 of the Insurance Code..**

## REGULATOR

The authority in charge of regulation of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.