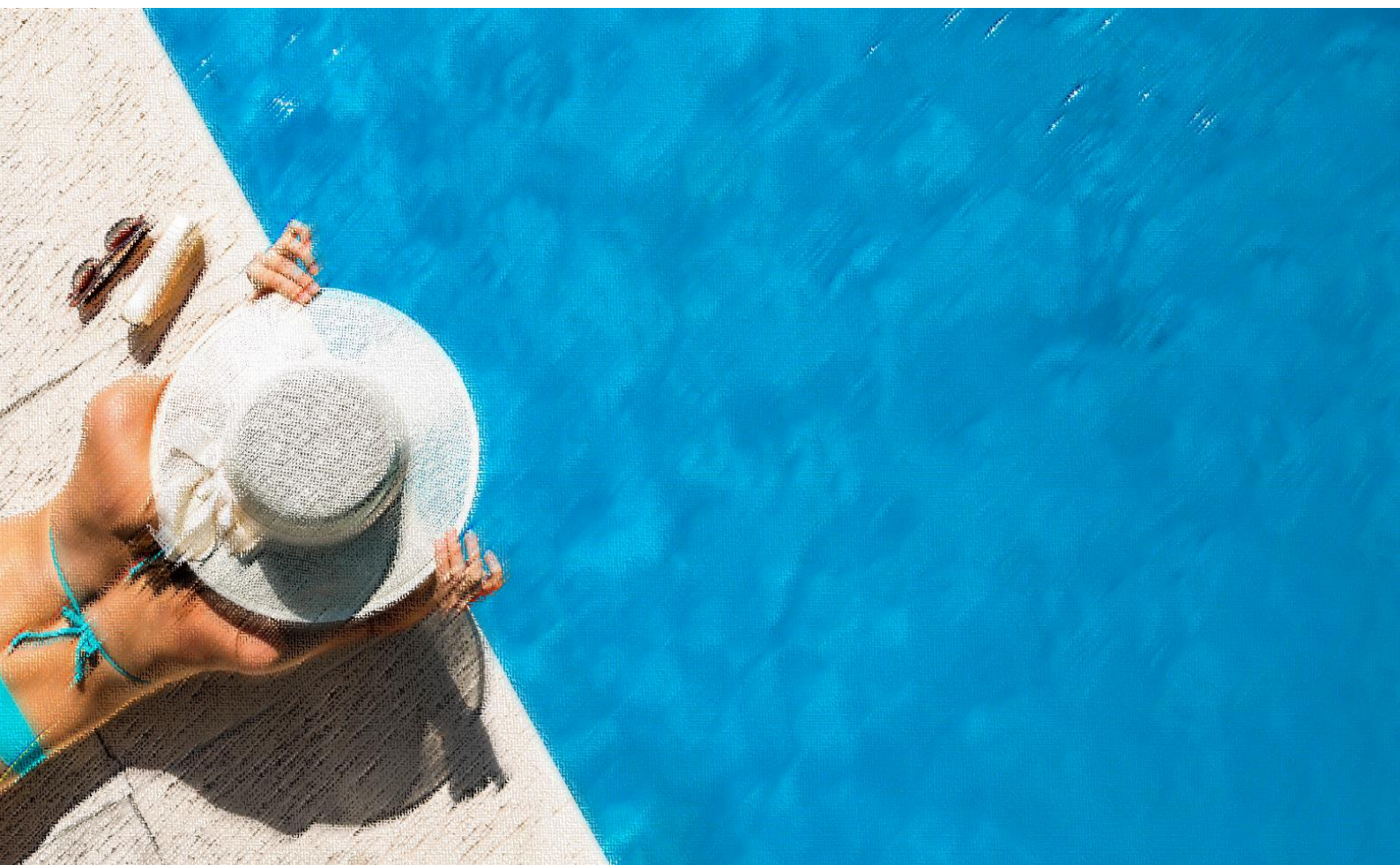


# INSURANCE NOTICE "RESIDENCES DE TOURISME" MULTI-RISK WARRANTY - COVID EXTENSION CONTRACT NO.: 6182



The purpose of this agreement is to define the conditions for the application of guarantees  
by MUTUAIDE ASSISTANCE to Beneficiary subscribers of the collective contract

#### GUARANTEE TABLE - COVID EXTENSION

CANCELLATION FEES – COVID EXTENSION	Amounts
<b>CANCELLATION FEES</b>	<b>According to the conditions of the scale of cancellation fees Maxi 5000 euros per file</b>
<ul style="list-style-type: none"> <li>✓ Cancellation for illness declared in the month prior to departure in the event of an epidemic or pandemic</li> <li>✓ Cancellation if you are declared a contact case in the 14 days prior to departure</li> <li>✓ Cancellation in the absence of vaccination</li> </ul>	<b>Without deductible</b>
<ul style="list-style-type: none"> <li>✓ Cancellation for refusal of boarding following temperature rise</li> </ul>	<b>€30 deductible per file</b>
ASSISTANCE - COVID EXTENSION	Amounts
<ul style="list-style-type: none"> <li>› Pre-departure consultation (A)</li> <li>› Medical repatriation (including in the event of an epidemic or pandemic) (B)</li> <li>› Repatriation following cancellation of flight due to epidemic or pandemic (C)</li> <li>› Hotel expenses following placement into quarantine (D)</li> <li>› Hotel costs following cancellation of flight due to epidemic or pandemic (E)</li> <li>› Medical expenses outside the country of residence due to COVID illness including epidemic or pandemic (F)</li> <li>› Deductible (F1)</li> <li>› Support for a local telephone plan (G)</li> <li>› Psychological Support (H)</li> <li>› Emergency suitcase (I)</li> </ul>	<p>(A) 1 Call</p> <p>(B) Actual costs</p> <p>(C) Max of 1,000 € per person and 50,000 € per group</p> <p>(D) Hotel expense 80 € per night / Max 14 nights</p> <p>(E) Hotel expense 80 € per night / Max 14 nights</p> <p>(F) 30,000 € per person</p> <p>(F1) 160 € per person</p> <p>(G) up to 80 €</p> <p>(H) 6 sessions per event</p> <p>(I) 100 € Max per person and 350 € Max per family</p>
<b>ADDITIONAL ASSISTANCE TO PERSONS</b>	
<ul style="list-style-type: none"> <li>✓ Home helper (a)</li> <li>✓ Delivery of household shopping (b)</li> <li>✓ Psychological support after return home (c)</li> </ul>	<p>(a) 15 hours spread over 4 weeks</p> <p>(b) maximum 15 days and 1 delivery per week</p> <p>(c) 6 sessions per event</p>

## GUARANTEE TABLE OUTSIDE COVID EXTENSION

DESIGNATED PERILS CANCELLATION FEES	Amounts
<b>DESIGNATED PERILS CANCELLATION FEES</b>	<b>According to the conditions of the scale of cancellation fees</b> <b>Max. 5 000 € per stay</b>
Deductible per person	Medical reason: None Other reasons: 30 € per file (except special mention)
SNOW CANCELLATION FEES	Amounts
<b>SNOW CANCELLATION FEES</b> (only during the official opening dates of the ski areas) - Defect or excess snow	According to the conditions of the scale of cancellation fees Max. 5 000 € per stay
Deductible	20%, min of €30 per file
LATE ARRIVAL	Amounts
<b>LATE ARRIVAL</b> - Access impossible at the place of stay  - deductible	Reimbursement of unused land-based benefits pro rata temporis of the rental with a maximum of 4 000 € per rental or location and a maximum per event of 25 000 €  1 day
COSTS OF INTERRUPTION OF STAY	Amounts
<b>COSTS OF INTERRUPTION OF STAY</b>	<b>Reimbursement of unused land-based benefits on a pro rata temporis basis in the event of early return</b> <b>Max. 4 000 € per stay</b> <b>Deductible 1 day</b>
- Refund of the "ski lift", "ski rental" and "ski course" package (if not refundable by the school)	Maximum 300 € per person  Deductible 1 day
REPATRIATION ASSISTANCE	Amounts
- Repatriation or health transport	Actual charges
- Escort during repatriation or transport	Transport ticket
- Presence in case of hospitalization	Transport ticket + hotel expense 80 € (max 7 days)
- Extension of stay at the hotel	Hotel expense 80 € per person per day (max 7 days)
- Hotel expense	Hotel expense 80 € per person per day, (max 7 days)
- Additional reimbursement of medical, surgical, pharmaceutical and hospitalization costs for foreigners	Max of 30,000 € per person or per event
Deductible per medical expense file	30 €
- Emergency dental care	160 € per person
-Transport of remains in case of death <ul style="list-style-type: none"> <li>• Repatriation of remains</li> <li>• Funeral expenses necessary for transportation</li> <li>• Return of family members or an insured accompanying person</li> </ul>	Actual charges 1,500 € per file Transport ticket + taxi charge
Death formalities	Transport ticket for a family member + hotel expense 80 € per person per day, Max 2 nights
- Early return	Transport ticket + taxi charge
- Costs for rescue on a marked ski trail	Actual charges 1,600 €

- Payment of search and rescue costs at sea and in mountains	
Return of children under 15 years of age	Transport ticket
- Dispatch of medications abroad	Shipping costs
- Replacement driver	Transport ticket
Legal assistance abroad <ul style="list-style-type: none"> <li>• Payment of fees</li> <li>• Advance of the bail bond</li> </ul>	1,600 € per file 15,300 € per folder
- Message transmission from abroad	Shipping costs
- Assistance following theft, loss or destruction of papers	Advice and shipping costs
- Travel information	Advice
- Advance of funds abroad	1,500 € per person
- Dispatch of medications abroad	Shipping costs
<b>SPORT/SKI EQUIPMENT INSURANCE</b>	<b>Amounts</b>
<b>SPORT/SKI EQUIPMENT INSURANCE</b>	
In the event of theft or breakage of the material belonging to you	Coverage of rental fees for replacement equipment Max. 150 € per person and 8 days maximum
<b>FORGOTTEN OBJECT</b>	<b>Amounts</b>
<b>FORGOTTEN OBJECT</b>	
Shipping costs	Max. 150 euros per file Max 1 object per insured file
<b>REPLACEMENT VEHICLE</b>	<b>Amounts</b>
<b>REPLACEMENT VEHICLE</b>	
Expense for rental of equivalent vehicle due to breakdown, theft, accident during the stay	maximum of 3 consecutive days

#### Subscription period

**For the Cancellation Guarantee to be valid, this contract must be subscribed simultaneously with booking the trip or before the start of the scale for cancellation fees.**

**Guarantees other than Cancellation shall apply during the trip and correspond to the invoice issued by the organizer with a maximum of 3 months from the date of departure for the trip.**



#### HOW TO CONTACT OUR INSURANCE INDEMNIFICATION DEPARTMENT

When insurance guarantees are at stake, the insured must:

- Notify Gritchen Affinity in writing of any loss that may result in cover within five business days (reduced to two business days in the event of theft).

These periods start from the time that the insured becomes aware of the event likely to lead to the application of the guarantee.

Beyond that time frame, the insured shall forfeit any right to compensation if the delay has caused harm to the Company.

- Spontaneously inform Gritchen Affinity about the same risks covered by other insurers.

#### FOR MODERN AND FAST PROCESSING OF YOUR INSURANCE CLAIMS

Log on to: [www.declare.fr](http://www.declare.fr)

*(Submit your supporting documentation and monitor the status of your case at any time)*

#### FOR TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS

By email: [sinistre@declare.fr](mailto:sinistre@declare.fr)

By postal mail:

**Gritchen Affinity**

**Service sinistre**

**27 rue Charles Durand - CS70139  
18021 Bourges Cedex**

#### NEED ASSISTANCE?

**Contact us, 7 days a week/24 hours a day**

#### By telephone from France:

**+33 1 45 16 85 42**

*(Call not surcharged, cost according to operator, call may be recorded)*

#### by fax:

**01 45 16 63 92**

#### by e-mail:

**[assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)**

**To enable us to intervene under the best conditions, please remember to gather the following information that will be requested to you during your call:**

- › Your contract number,
- › Your first and last names,
- › Your home address,
- › The country, city or locality where you are at the time of the call,
- › Specify the exact address (number, street, hotel, if any, etc.),
- › The phone number where we can reach you,
- › The nature of your problem.

**On the first call, you will be provided with a support case number. Always refer to it during any future contact with our Service Desk.**

**→ COVID EXTENSION**

**Exceptionally, the guarantees are extended within the limits of the conditions hereafter:**

**DEFINITIONS****Epidemic**

An abnormally high occurrence of a disease in a given period of time and in a given region.

**Pandemic**

An epidemic that spreads over a wide area, crossing borders and defined as a pandemic by the World Health Organisation (WHO) and/or by the local authorities of the country where the loss occurred.

**Illness**

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

**Serious illness**

Sudden and unforeseen alteration of health as detected by a competent medical authority resulting in the issuance of a prescription for the use of medications for the benefit of the patient and involving the cessation of any professional or other activity.

**Quarantine**

Isolation of the person, in the event of a suspected illness or proven illness, decided by a local competent authority, with a view to avoiding a risk of spreading the disease in the context of an epidemic or pandemic.

**NATURE AND EXTENT OF GUARANTEE****1/ CANCELLATION**

The guarantee is acquired for the reasons and circumstances listed below, excluding all others, to the extent indicated in the Table of Guarantees:

- serious illness (including serious illness following an epidemic or pandemic declared within 30 days of departure), serious bodily injury or death, observed prior to booking your travel and involving:

- you, your spouse or common-law partner, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- your brothers, sisters, including the children of the spouse or partner of one of your direct relatives,

step-brothers, step-sisters, sons-in-law, daughters-in-law, step-father, step-mother,

- your designated professional replacement at the time of subscription,
- the person designated at the time of subscription of this contract as responsible, during your trip, for keeping or accompanying on holiday, your children of minor age or a person with a disability living under your roof, provided that there is hospitalization for more than 48 hours or death.

**If you are declared a “contact case” in the 14 days prior to departure.**

You must provide a supporting document issued by CPAM [French national insurance fund] or the ARS [Regional health authority] (or any official health authority recognised and approved in the country of the insured) declaring you a “contact case”. If you do not provide this supporting document, no compensation will be awarded.

- **If you are denied boarding following a temperature check, or a positive PCR and/or antigen detection test on your arrival at the departure airport.** (A supporting document issued by the transport company that denied you boarding, or by the health authorities, must be sent to us; in the absence of this supporting document, no compensation will be awarded).

- **If you have not been vaccinated against Covid-19**

- ✓ if, at the time you took out this policy, the country you are travelling to was not requiring a vaccine and, when it imposed this requirement, you did not have time to get a vaccine enabling you to travel.
- ✓ a contraindication to vaccination, vaccination side effects or a medical inability to take the preventive treatment required for your chosen travel destination.
- ✓ Deferral of the dates for vaccination appointments against Covid-19 imposed by the health authorities provided that:

- The vaccination appointments were originally scheduled by the insured prior to the start of the insured trip

The deferred date imposed by the health authorities is during the insured's trip

.

It is up to you to establish the reality of the situation that entitles you to our benefits. 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.

## **HOW SOON SHOULD YOU DECLARE THE LOSS?**

### **Two steps**

1/ As soon as the first signs of the illness, you must IMMEDIATELY notify your travel agency.

**If you cancel the trip at a later date with your travel agency, we will only refund the cancellation fee from the date of the contraindication observed by a competent authority, in accordance with the cancellation scale included in the travel agency's special conditions of sale.**

2/ In addition, you must report the incident to GRITCHEN AFFINITY within five working days of the event resulting in the guarantee.

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

Your written claim must be accompanied by:

- ✓ a medical certificate and/or an administrative hospital certificate specifying the origin, nature, severity and foreseeable consequences of the illness.

You will be required to provide GRITCHEN AFFINITY with the medical documents and information necessary for the investigation of your case, using the pre-printed "Service Médical" envelope, which we will send to you upon receipt of the declaration of loss, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you will need to have them communicated to you by your attending physician and sent them using the pre-printed envelope referred to above to MUTUAIDE - Service Assurance.

You will also be required to provide any information or documentation requested to substantiate the reason for your cancellation, including:

- all photocopies of prescriptions prescribing medications, tests or examinations and any documentation justifying their issuance or execution, including claim forms containing, for the prescribed medications, a copy of the corresponding labels.
- Calculation documents from Social Security or similar bodies relating to the reimbursement of fees for treatment and the payment of daily indemnities,
- the original paid invoice for the debit that you must be required to pay to the travel agency or that the travel agency retains,
- the number of your insurance contract,
- the registration form issued by the travel agency,
- in the event of an accident, you will need to specify the causes and circumstances of the accident and provide us with the names and addresses of the

persons responsible and, where applicable, witnesses,

- and any other necessary documents.

Furthermore, it is expressly agreed that you agree in advance to the principle of an examination by our medical advisor. Therefore, if you oppose it without legitimate cause, you will forfeit your entitlement to the guarantee.

## **WHAT WE EXCLUDE**

**The Cancellation guarantee does not cover the impossibility of leaving due to the physical organization, conditions of accommodation or security at the destination.**

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

- ◆ An event, illness or accident that has been the subject of initial observation, relapse, worsening or hospitalization between the date of purchase of the stay and the date of subscription of the insurance contract,
- ◆ Any circumstance that is merely an inconvenience,
- ◆ Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- ◆ Forgotten vaccination,
- ◆ Failure of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- ◆ The absence of snow or excess snow,
- ◆ Any medical event whose diagnosis, symptoms or cause are emotional, psychological or psychiatric in nature and which has not resulted in hospitalization for more than 3 days following the subscription of this Contract,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, weather or climatic events,
- ◆ The consequences of criminal proceedings of which you are the subject,
- ◆ Any other event that occurred between the date of the insurance contract and the date of departure for your trip
- ◆ Any event between the date of booking the travel and the date of subscribing the insurance contract.
- ◆ The absence of hazard,
- ◆ An intended act and/or which is objectionable under the Law, the consequences of alcoholic states and the use of drugs, of any narcotic substance referred to in the Public Health Code, or

**medications and treatments not prescribed by a physician,**

- ◆ **Because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,**
- ◆ **An act of negligence on your part,**
- ◆ **Any event which could be the responsibility of the travel agency under the current Tourism Code,**
- ◆ **Failure to present, regardless of the reason, documents essential for the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the event of theft, within 48 hours of departure, of the passport or identity card.**

#### **TELEPHONE CONSULTATION BEFORE DEPARTURE**

If you require information and details useful 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 relates to the following areas.

**Health information:** Health, hygiene, vaccination, Precautions to be taken, major hospital centres, advice to women, time lag, animals traveling.

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

The information is communicated by telephone and is not subject to written confirmation or the sending of documents.

Information services are provided between 8:00 AM and 7:00 PM and within a time frame normally necessary to satisfy the request.

However, regardless of the time of the call, we receive and note your requests and contact information to be able to call you back with the expected responses.

#### **REPATRIATION OR HEALTH TRANSPORT:**

You are injured or have an illness, including within the framework of an epidemic or pandemic, during a covered trip. We organize and cover your repatriation to your home or to a hospital near you.

Only medical requirements are taken into consideration when deciding on the date of repatriation, the choice of means of transport or the place of hospitalization.

The decision to repatriate is made by our medical advisor, based on the advice of the occasional attending physician and, perhaps, the family physician.

During your repatriation and upon the prescription from our medical advisor, we organize and cover the transport of a person to be by your side.

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

#### **UNABLE TO RETURN:**

Your flight has been cancelled as a result of restrictions on the movement of persons due to an epidemic or pandemic, taken by the local government or airlines.

If you are obliged to extend your stay, we organize and cover the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or of an insured companion, up to the amount indicated in the Table of Guarantees.

We organize and cover your repatriation, within the limit indicated in the Table of Guarantees.

#### **HOTEL EXPENSES FOLLOWING QUARANTINE**

If you are obliged to extend your stay following your quarantine, we organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

#### **MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)**

Where medical expenses (including illness incurred in an epidemic or pandemic context) have been incurred with our prior approval, we will reimburse you for the portion of those expenses that have not been covered by any insurance organizations in which you are enrolled.

We only intervene once the reimbursements are made by the above insurance bodies, net of a deductible amount indicated in the Table of Guarantees, and subject to disclosure of the original documentary evidence of reimbursement from your insurance organization.

This reimbursement will cover the costs specified below, provided they relate to care received by you outside your home country as a result of illness or accident outside your home country.

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

In the event that the insurance organization to which you are contributing will not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount



indicated in the Table of Guarantees, provided that you submit the original invoices for medical expenses and the certificate of refusal of cover from the insurance organization.

This benefit ceases from the day we are able to complete your repatriation.

Nature of fees eligible for reimbursement (subject to prior agreement):

- medical fees,
- charges for medications prescribed by a doctor or surgeon,
- charges for an ambulance prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of care by the insurance agencies,
- Hospitalization costs provided that you are deemed unfit for transport by decision of the medical staff, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to complete your repatriation are not covered),
- Emergency dental expenses (capped at the amount shown in the Table of Guarantees, without application of a deductible).

#### **EXTENSION OF THE SERVICE: ADVANCE OF HOSPITALIZATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)**

We may, subject to the above benefit amounts, make advance payment of the hospital charges you must incur outside your home country, subject to the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- You or any person authorized by you must formally agree to sign a specific document, provided by MUTUAIDE ASSISTANCE when implementing this service:
  - To initiate the procedure for coverage of expenses with insurance organizations within 15 days of the date of dispatch of the items necessary for these procedures by MUTUAIDE ASSISTANCE,
  - To reimburse MUTUAIDE ASSISTANCE with the sums collected in this respect from the insurance organizations within one week of receipt of these sums.

We will only pay, and within the limit of the amount of cover provided for the "Medical Expenses" benefit, expenses not covered by the insurance organizations. You will be required to provide us with a certificate of refusal of cover from these insurance organizations within one week of receipt.

In order to preserve our future rights, we reserve the right to ask you or your assigns for a letter of commitment obligating you to undertake the procedures with the social organizations and to reimburse us for the amounts collected.

Should you fail to take the necessary steps with the insurance organizations within the allotted time, or fail to present the certificate of refusal of cover from these insurance organizations to MUTUAIDE ASSISTANCE within the allotted time, you will not be entitled to the "medical expenses" benefit and will be required to reimburse the full cost of hospitalization advanced by MUTUAIDE ASSISTANCE, which will, if necessary, undertake any useful recovery procedure, the cost of which will be your responsibility.

#### **COVER FOR A LOCAL TELEPHONE PLAN**

When you are traveling abroad, you are quarantined. We will cover the cost of obtaining a local telephone package, up to the limit indicated in the Table of Guarantees.

#### **PSYCHOLOGICAL SUPPORT ON SITE**

In the event of significant trauma following an outbreak or pandemic event, we can put you in contact, by telephone and at your request, with a psychologist, within the limit set out in the Table of Guarantees. These sessions are entirely confidential.

This work of listening is not to be confused with psychotherapeutic work done in liberal. Under no circumstances may this service be a substitute for psychotherapy because of the caller's physical absence.

#### **EMERGENCY SUITCASE**

In the event that you no longer have enough usable personal effects available to you because of your quarantine or hospitalization following an epidemic or pandemic, we will cover, upon presentation of supporting documentation, the cost of basic necessities up to the amount indicated in the Table of guarantees.

#### **HOME HELP**

Following your repatriation by us as a result of an epidemic or pandemic illness, if you cannot perform routine household tasks yourself, we find, send and cover a household aide within the limit set out in the Table of Guarantees.

#### **DELIVERY OF HOUSEHOLD SHOPPING**

Following your repatriation by us due to an illness within the context of an epidemic or pandemic, if you are not able to travel outside your home, we organize and cover, subject to local availability, the cost of delivering your shopping within the limit set out in the Table of Guarantees.

#### **PSYCHOLOGICAL SUPPORT WHEN YOU RETURN HOME**

In the event of significant trauma following an outbreak or pandemic event, once you are back home and at your request, we may place you in contact, by telephone, with a psychologist, within the limit set out in the Table of Guarantees. These interviews are entirely confidential.

This listening work is not to be confused with psychotherapeutic work done in a private practice. Under no circumstances may this service replace psychotherapy because of the caller's physical absence.

#### **SPECIFIC EXCLUSIONS FROM THE COVID EXTENSION**

*In addition to the exclusions under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?", we cannot intervene if the cancellation results from:*

- ♦ Trips taken for diagnostic and/or treatment purposes,
- ♦ Medical and hospitalization costs in the country of residence,
- ♦ Drunkenness, suicide or attempted suicide and their consequences,
- ♦ Any wilful mutilation of the insured,
- ♦ Minor conditions or injuries that can be treated on site and/or that do not prevent the beneficiary/insured from continuing his or her trip,
- ♦ status of pregnancy, unless there is an unforeseen complication, and in all cases, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, care after childbirth,
- ♦ Convalescences and conditions in the course of treatment, not yet consolidated and involving a risk of sudden aggravation,
- ♦ Previously diagnosed illnesses that have resulted in hospitalization within 6 months of the date of travel departure,
- ♦ Events related to medical treatment or surgery that are not unexpected, incidental or accidental,
- ♦ Prosthetic costs: Optical, dental, hearing, functional, etc.
- ♦ The consequences of infectious risk situations in an epidemic context that are the subject of quarantine or specific preventive measures or surveillance by the international and/or local health authorities of the country where you are staying and/or the national

authorities of your country of origin, unless otherwise stated in the guarantee.

- ♦ The costs of thermal treatment, aesthetic treatment, vaccination and the costs thereof,
- ♦ Stays in convalescent centres and the expenses arising from them,
- ♦ Re-education, physical therapy, chiropractic care and the costs thereof,
- ♦ Anticipated hospitalizations.

## DESCRIPTIONS OF GUARANTEES OUTSIDE OF COVID EXTENSION

### → Designated perils cancellation fees

Taking of effect	Expiration of guarantee
Cancellation: The day of subscription of this contract	Cancellation: Day of departure – place of stay

### WHAT DO WE GUARANTEE?

We will refund any deposits or all amounts held by the tour operator, less any deductible shown in the Table of Guarantees and charged according to the terms and conditions of sale of the latter (**excluding processing fees, visa fees, insurance and all taxes**), when you are required to cancel your trip before departure (one way).

**As regards rental, the guarantee shall be acquired only on condition that the rental is fully paid.**

### IN WHAT CASES DO WE INTERVENE?

We intervene for the reasons and under the circumstances listed below, excluding any other.

**Serious illness, serious bodily injury or death (including relapse, worsening of a chronic or pre-existing illness, and the consequences, sequelae of a personal accident that occurred prior to purchasing the contract) involving:**

- yourself, your spouse or common-law partner;
- your ascendants or descendants up to twice removed and/or those of your spouse or common-law partner;
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law;
- the death of your uncle, aunt, nephews and nieces;
- your professional replacement, provided that this person's name is mentioned when you subscribe to the contract;
- the legal guardian;
- a person usually living under your roof;
- the person responsible during your trip:
  - for looking after your children of minor age, provided that this person's name is mentioned when the contract is subscribed;
  - for looking after a person with a disability, provided that they live in the same household as you, you are the legal guardian of the person with a disability, and their name is mentioned when the contract is purchased.

**We will only intervene if the illness or bodily injury formally prohibits leaving the home, requires medical care and prevents any professional or other activity.**

### Complications due to pregnancy status

- Which result in the absolute cessation of any business or other activity and provided that, at the time of departure, the person is not more than 6 months pregnant,
- or
- if the nature of the trip itself is incompatible with your pregnancy status provided that you are not aware of your condition at the time of booking your travel.

**Contraindication** due to the after-effects of a vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

**Dismissal for economic reasons** provided that the procedure was not initiated on the date of subscription of this Agreement and/or that you did not know the date of the event at the time of subscription of the contract

- involving yourself,
- your spouse or common-law partner,

### Notice to appear in court, only in the following cases:

- Jury or sitting witness,
  - Designation as an expert,
- Provided you are called for a date coinciding with the travel period.

**Notice-to-appear for the adoption of a child** during the period of your insured stay, and provided that the notice-to-appear was not known at the time of subscription of the Contract.

### Notice-to-appear for a make-up examination

Following a failure which was unknown at the time of booking or contract subscription (higher education only), provided that such examination takes place during the trip.

### Destruction of business or private premises

It is essential that you be present on the day of departure to take the necessary protective measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.

**Theft in business or private premises** requiring your presence on the day of departure, provided that it occurred within 48 hours prior to travel departure.

### Granting of a job or internship by the Unemployment Office

Taking effect before or during the dates scheduled for your trip, while you were registered at Pôle Emploi (Unemployment Office), provided that this is not a case of extension, renewal or change of contract type or an assignment provided by a temporary employment agency.

### Elimination or modification of dates of paid leave due to the employer

This guarantee is granted to employees, **excluding self-employed professionals, Senior managers, legal representatives of companies, self-employed workers, craftsmen and intermittent workers in entertainment.** Such leave, corresponding to an acquired right, must have been the subject of prior written approval on the part of the Employer prior to subscription of the Contract

**A 20% deductible will remain as your responsibility with a minimum of 30 € per file.**

### Transfer for professional reasons

Imposed by your hierarchy and not the result of a request from you, **excluding company heads, self-employed professions, craftsmen and intermittent workers in entertainment.**

**A 20% deductible will remain as your responsibility with a minimum of 30 € per file.**

### Refusal of visa

by the authorities of the country chosen for your trip provided that you have not filed an applications that was refused by these authorities for a previous trip, that your actions have enabled them to take positions prior to your trip, and provided that you comply with the requirements of the administrative authorities of that country.

### Serious damage to your vehicle

Occurring on the way to your point of destination, resulting in a delay of more than two hours, you miss the flight booked for your departure, provided you have made arrangements to arrive at the airport at least 2 hours before the boarding time.

### Medical inability to practice sport

Medical inability to engage in sporting activity is a reason for cancellation if the stay is in a ski resort.

Inclement weather preventing the activity of the stay is a reason for interruption of sporting activities unless a weather event of abnormal intensity causes the closing of the sports equipment before departure – in this case, cancellation of the stay will be taken care of.

### Cancellation of one of the persons accompanying you

(maximum 8 persons) registered at the same time as you and insured by the same contract, when the cancellation is caused by one of the guaranteed causes.

If the person wishes to make the trip alone, the additional costs are taken into account without our refund exceeding the amount due in case of cancellation on the date of the event.

### WHAT WE EXCLUDE

**In addition to the exclusions under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?", we cannot intervene if the cancellation results from:**

- Any circumstance that is only an inconvenience,
- Forgotten vaccination,
- Failure of any kind, including financial, of the carrier making it impossible for it to fulfil its contractual obligations,
- The absence of snow or excess snow,
- Any medical event whose diagnosis, symptoms or cause are emotional, psychological or psychiatric in nature and which has not resulted in hospitalization for more than 3 days following the subscription of this Contract,
- Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, weather or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any other event that occurred between the date of the insurance contract and the date of departure for your trip
- Any event between the date of booking the travel and the date of subscribing the insurance contract.
- The absence of hazard,
- An intended act and/or which is objectionable under the Law, the consequences of alcoholic states and the use of drugs, of any narcotic substance referred to in the Public Health Code, or medications and treatments not prescribed by a physician,
- Because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event which could be the responsibility of the travel agency under the current Tourism Code,
- Failure to present, regardless of the reason, documents essential for the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the event of theft, within 48 hours of departure, of the passport or identity card.

### HOW MUCH DO WE COVER?

We will intervene for the amount of cancellation **fees incurred on the day of the event** which may commit the guarantee, in accordance with the terms and conditions of sale of the travel organizer, with a maximum and a deductible indicated in the table of limits of guarantees.

The insurance contribution is never refundable.



## WHEN MUST YOU REPORT THE CLAIM?

**1/ Medical reason:** You must declare your loss as soon as it is proven by a competent medical authority that the severity of your health condition is likely to contra-indicate your travel.

If your cancellation is later than this travel contraindication, our refund will be limited to the cancellation fee in effect on the date of the contraindication (calculated according to the travel organizer's schedule of which you were informed at the time of registration).

**For any other reason for cancellation:** You must declare your claim as soon as you become aware of the event that may result in the guarantee. If your trip cancellation is later than that date, our refund will be limited to the cancellation fee in effect on the date of the event (calculated according to the tour organizer's scale, of which you were aware of at the time of registration).

2/ In addition, if the loss has not been declared to us directly by the travel agency or the organizer, you must notify us within 5 working days of the event resulting in the guarantee. To do this, you must send us the claim statement attached to the insurance contract that has been given to you.

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

Your statement must be accompanied by:

- in the event of a physical illness or accident, a medical certificate stating the origin, nature, severity and foreseeable consequences of the disease or injury,
- in the event of death, a certificate and a vital registration form,
- in other cases, any supporting documentation.

**You must provide us with the medical documents and information necessary for investigation of your file by means of the envelope printed on behalf of the medical advisor, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must have them provided to you by your attending physician and send them to us using the pre-printed envelope referred to above.** You must release your doctor from medical secrecy. The same applies to the doctor treating the person at the origin of the cancellation, under penalty of forfeiture of your rights to compensation.

**You must also provide us with any additional information or documentation required to be provided by means of a pre-**

**printed envelope on behalf of the medical advisor, in order to justify the reason for your cancellation, including:**

- all photocopies of prescriptions prescribing medications, tests or examinations and any documentation justifying their issuance or execution, including care forms containing, for prescribed drugs, a copy of the corresponding labels,
- calculations from Social Security or similar bodies relating to the reimbursement of processing costs and the payment of daily allowances,
- the original invoice paid for the debit you are required to pay to the tour operator or that the tour operator retains,
- the number of your insurance contract,
- the registration form issued by the travel agency or the organizer,
- in the event of a personal injury, you must specify the causes and circumstances of the accident and provide us with the names and addresses of the persons responsible, as well as, where applicable, witnesses.

Furthermore, it is expressly agreed that you agree in advance to the principle of an examination by our medical advisor. Therefore, if you object to this examination without legitimate cause, you will lose your entitlement to guarantees.

## Cancellation for lack of snow

Taking of effect	Expiration of guarantee
Cancellation: The day of subscription to this agreement	Cancellation: Day of departure – place of stay

## WHAT DO WE COVER?

We refund any deposits or all amounts held by the tour operator, less a deductible indicated in the table of guarantee limits and invoiced according to the general conditions of sale of the latter (excluding the processing fee and the insurance premium), when you are required to cancel your trip before departure (one way).

## WHEN DO WE DO THIS?

We intervene for the reasons and under the circumstances listed below, excluding any other.

### Absence of snow or excess snow

2/3 of the ski slopes of the resort closed for at least 2 consecutive days at a resort at an altitude of more than 1200 meters, occurring between 15 December and 15 April.

### Absence, excess snow or violent wind resulting in the

**closure** of at least 2/3 of the ski area, for at least 2 consecutive days, and within 5 days before departure. The closure of at least 2/3 of the ski area must be observed by the actual closure of a number of lifts and by the

percentage of opening of the ski area communicated by the operating company of the ski area concerned.

**This guarantee is excluded from lack of snow or excess snow known at the time of booking the stay, the closure of the ski area due to technical or human problems or for regulatory reasons other than due to climatic events.**

#### IMPORTANT:

**This guarantee is valid only during the official opening dates of the ski areas and for resorts over 1200 meters above sea level.**

**In terms of rental, our guarantee is granted on the condition that the rental is fully paid.**

#### HOW MUCH DO WE COVER?

We will intervene for the amount of cancellation **fees incurred on the day of the event** which may commit the guarantee, in accordance with the terms and conditions of sale of the travel organizer, with a maximum and a deductible indicated in the table of limits of guarantees.

The insurance premium is never refundable.

#### → Late check-in

Taking of effect	Expiration of guarantee
Late arrival: The day of subscription to this agreement.	Late arrival: The last day at the place of stay

#### WHAT DO WE GUARANTEE?

We guarantee you the prorated refund of the period not used as a result of late arrival possession, **of more than 24 hours**, of the accommodation covered by the rental or hotel room, as a consequence of one of the events listed below:

- **Either one of the events listed in the "Cancellation guarantee".**
- **Or access to the resort/place of stay is impossible**, due to poor climatic conditions leading to the closure by the competent authorities of all road and rail routes for a period of more than 5 (five) hours.

**This guarantee cannot be used in conjunction with the cancellation guarantee**

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

You must:

- Send all documents necessary to the insurer for filing of the case and, thus, prove the merits and amount of the claim.

In all cases, the originals of the detailed invoices of the organizer showing the ground services and the transport services will be systematically requested.

If our consulting physician does not receive the medical information necessary for investigation, the case cannot be settled.

#### → Repatriation assistance

Taking of effect	Expiration of guarantee
Repatriation assistance: The day of departure planned – place of stay	Repatriation assistance: The day of the planned return from travel

If you find yourself in one of the situations described below, we shall, in accordance with the general and specific provisions of your contract, implement the services described, by telephone call or by sending an e-mail or fax. In all cases, the decision to provide assistance and the choice of appropriate means shall belong exclusively to our doctor, after contact with the attending doctor at the site and, perhaps, the family of the beneficiary. Only the medical interest of the beneficiary and compliance with the health regulations in effect shall be taken into account in order to decide on the transport, the choice of means used for that transport and the possible place of hospitalization.

**Under no circumstances do we substitute for local emergency relief agencies.**

#### WHAT DO WE GUARANTEE?

##### REPATRIATION OR HEALTH TRANSPORT

You are sick or injured during a covered trip. We organize and take care of your repatriation to your home or to a hospital near you.

Only medical requirements are taken into consideration when deciding on the date of repatriation, the choice of means of transport or the place of hospitalization.

The decision to repatriate is made by our medical advisor, relying on advice of the occasional attending physician and, perhaps, the family physician.

During your repatriation and upon instructions from our medical advisor, we organize and cover the transport of a companion to be by your side.

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

**Escort during repatriation or health transport**

If you are transported under the above conditions, we organize and pay for the additional transport costs of insured family members or an insured person, under this agreement and accompanying you, if the transport tickets provided for their return to Europe cannot be used as a result of your repatriation.

**Presence in case of hospitalization**

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 1st class train or economy class airliner, of a member of your family residing in the same country as you, as well as his living expenses (room, breakfast) to come to your bedside.

Our coverage of his accommodation will be limited to the amount indicated in the Table of Guarantees.

**Dining or other expenses shall in all cases remain the responsibility of this person.**

**This guarantee cannot be combined with the "repatriation of accompanying persons" guarantee.**

**Extension of stay at the hotel**

If your health does not warrant hospitalization or medical transportation and you cannot begin your return on the original date, we will cover your additional costs of staying at the hotel, as well as those of your insured family members or of a person insured under this contract, and accompanying you, up to the amount indicated in the table of guarantee amounts.

As soon as your state of health permits, we organize and pay for your additional transportation costs and possibly those of your insured family members or of an insured person who stayed with you, if the transport tickets planned for your return to Europe and their own cannot be used as a result of this event.

**Hotel expenses**

We will reimburse a person accompanying you for hotel expenses up to the amount indicated in the Table of Limits of Coverage, if:

- You are hospitalized in a city different from the one provided on your registration form.
- You die and one of your companions wishes to remain with the body for the time necessary to complete the administrative procedures.

**Medical expenses (outside country of residence)**

When medical expenses have been incurred with our prior approval, we will reimburse you for the portion of those expenses that have not been covered by any insurance organizations with which you are affiliated.

We only intervene once the reimbursements are made by the above insurance bodies, net of a deductible amount indicated in the Table of Guarantees, and subject to receipt of the original documentary evidence of reimbursement from your insurance organization.

This reimbursement will cover the costs set out below, provided they relate to care received by you outside your home country as a result of illness or accident outside your home country.

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

In the event that the insurance organization to which you are contributing will not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Guarantees, provided that you submit the original invoices for medical expenses and the certificate of refusal of cover from the insurance organization.

**This benefit ceases from the day we are able to complete your repatriation.**

Nature of fees eligible for reimbursement (subject to prior agreement):

- medical fees,
- drug charges prescribed by a doctor or surgeon,
- ambulance charges prescribed by a doctor for transportation to the nearest hospital and only in the event of a refusal of care by the insurance agencies,
- Hospitalization costs provided that you are deemed as fit to be transported by decision of the medical staff, taken after collection of information from the local doctor (hospitalization costs incurred from the day we are able to complete your repatriation are not covered),
- Emergency dental expenses (capped at the amount shown in the Table of Guarantees, without any deductible application).

**REPATRIATION OF REMAINS**

You die on a covered trip. We organize the repatriation of your remains to the place of funeral in your country of residence. In this context, we cover:

- ✓ The costs of transporting the body,
- ✓ Expenses for conservation imposed by applicable law,
- ✓ The costs directly required to transport the body (handling, transport-specific arrangements, preparation) up to the amount indicated in the Table of guarantees.

## SPECIFIED INFORMATION

If the presence of a family member or relative of the deceased at the site is essential for the recognition of the body and for the formalities of repatriation or incineration, we organize and cover a round-trip ticket by 1st class train or economy-class airfare, as well as the cost of accommodation (room and breakfast) incurred on behalf of this person up to the amount indicated in the Table of Guarantees.

**All other expenses remain the responsibility of the deceased's family.**

### Early return

If you have to stop your trip prematurely in the cases listed below, we will pay for your additional transportation costs and those of your insured family members or two persons insured under this agreement and accompanying you, if the transport tickets planned for your return to Europe and their own cannot be used as a result of this event.

We intervene in the event of:

- serious illness, serious bodily injury resulting in hospitalization or death of a family member, your professional replacement, the person in charge of the care of your children of minor age or a person with a disability living under your roof, the legal guardian, a person usually living under your roof;
- serious property damage requiring your presence and affecting your home and office premises following burglary, fire or water damage.

### Payment of search or rescue costs

Up to the amount shown in the Table of Guarantees, we will pay for research at sea or in the mountains following a life-threatening event.

Only costs charged by a company duly authorized for these activities can be reimbursed.

### Expenses for rescue on ski trail

You are the victim of a ski accident on open and marked trails. We pay for sledding from the accident site to the bottom of the slopes or to the nearest rescue centre to the accident site. Where the emergency services cannot reach the accident site, helicopter charges or any other means are also covered.

This support is granted up to the limit of the amounts indicated in the Table of Guarantees.

This expense is covered to the extent that we are informed before the end of your stay in the ski resort, and/or within 48 hours of the intervention of the rescue.

### Ski lift and ski course package refund

Following a ski injury preventing you from skiing, we will refund your ski lift package from the day following the accident up to the amount indicated in the Table of Guarantees. This guarantee is for packages of 5 days minimum.

We also reimburse you for ski classes that you have not used because of your personal accident and to the extent that the ski school refuses to reimburse you for the courses previously paid.

### Return of children of children under 15 years of age

If you are sick or injured and no one is able to care for your children under the age of 15 accompanying you, We organize and take care of the return trip of a person of your choice or of one of our hostesses to bring them back to your home or to the home of a member of your family in Europe.

### Dispatch of medications for foreigners

When traveling abroad, you are deprived of essential medicines for your health, following loss or theft. We take care of the search and routing of these medications, in case these medications or their equivalents recommended by MUTUAIDE ASSISTANCE doctors are not found on site (provided you obtain the contact information from your primary care physician).

We cover the fastest shipment of medications, subject to local and French legal requirements.

**Customs fees and the cost of purchasing the medicines remain at your expense.**

### Advance funds for foreigners

During a covered trip covered trip outside your country of residence, your means of payment, your transport documents or your official documents (passports, national identity card, etc.) were lost or stolen.

By simply call our service, we inform you about the steps to be carried out (filing of complaints, renewal of papers...).

The information provided shall be information of a documentary nature covered by Article 66.1 of the amended Act of 31 December 1971. It does not constitute legal consultations.



Subject to a certificate of theft or loss issued by the local authorities, we may give you a cash advance up to the amount indicated in the Table of guarantees, against a debt recognition given to MUTUAIDE ASSISTANCE

This advance is refundable to MUTUAIDE ASSISTANCE within 30 days after the funds are made available.

**In the absence of payment, we reserve the right to engage in any useful collection proceedings.**

#### **Transmission of messages**

You are unable to contact a person in your country of residence. We transmit the message if you are unable to do so.

Transmitted messages cannot be severe or delicate. Messages remain the responsibility of their authors, who must be able to be identified, and commit only them. We only act as an intermediary for sending them.

#### **Replacement driver**

You are sick or injured while taking a covered trip to one of the countries listed below and you cannot drive your vehicle: if none of the passengers is able to replace you, we provide a driver to return the vehicle to your place of residence by the most direct route.

We pay for the travel expenses and the driver's salary.

The driver is required to comply with labour laws and, in particular, must - as is currently the case with French regulations - observe a stop of 45 minutes after 4 hours 30 of driving, the overall daily driving time must not exceed 9 hours.

If your vehicle is more than 8 years old and/or has more than 150,000 km or if the condition and/or load capacity of your vehicle does not meet the standards set by the French Highway Traffic Act, you will need to tell us. We then reserve the right not to send a driver.

In this case, and in lieu of providing a driver, we provide and pay for a 1st class train ticket or economy class flight ticket to go and pick up the vehicle.

This service only applies in the following countries:

France (including Monaco, Andorra, except DOM-ROM, COM and sui generis communities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**Fuel, tolls, hotel and dining fees for any remaining passengers.**

#### **Medical advice and information services**

Upon request, we provide you with medical information and advice, 7 days a week - 24 hours a day, 24 - 7 hours a day. This information is general.

On one or more medications:

- generic
- side effects
- contraindications
- interactions with other medicinal products.

In the following areas:

- vaccinations
- dietary
- hygiene
- power supply
- preparation for travel

The doctor's intervention is limited to providing objective information. Under no circumstances is the purpose of the service to provide a personalized telephone medical consultation or to promote self-medication. If this was the request, we would advise you to consult your primary care physician.

**As an exception, the assistance guarantee is extended to the consequences of COVID:**

- ✓ **Telephone consultation before departure**
- ✓ **Repatriation following COVID illness**
- ✓ **Repatriation following cancellation of flight due to epidemic**
- ✓ **Hotel expenses following placement into quarantine**
- ✓ **Hotel expenses following flight cancellation due to epidemic**
- ✓ **Medical expenses outside the country of residence due to COVID illness**
- ✓ **Coverage of a local telephone plan**
- ✓ **Psychological support**
- ✓ **Emergency suitcase**

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

- ✓ **Home helper**
- ✓ **Home delivery of shopping**

## Psychological support following return home

We intervene with a maximum and deductible as indicated in the Table of Guarantees.

### WHAT ARE THE SPECIFIC EXCLUSIONS FOR ASSISTANCE TO PERSONS?

*Under no circumstances can we replace local emergency rescue agencies.*

*In addition to the exclusions under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR WARRANTIES?", we do not cover:*

- ◆ Trips taken for diagnostic and/or treatment purposes,
- ◆ Medical and hospitalization costs in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any wilful mutilation of the insured,
- ◆ Benign conditions or lesions which may be treated on site and/or which do not prevent the insured from continuing his or her journey,
- ◆ The status of pregnancy, unless there is an unforeseeable complication and, in all cases, pregnancy conditions beyond the 36th week, voluntary termination of pregnancy, follow-up of childbirth,
- ◆ Convalescences and conditions in the course of treatment, not yet consolidated and involving a risk of sudden aggravation,
- ◆ Previously diagnosed diseases that have resulted in hospitalization within 6 months of the date of departure for the trip,
- ◆ Events related to medical treatment or surgery that are not unexpected, incidental or accidental,
- ◆ Prosthetic costs: Optical, dental, hearing, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context that are the subject of quarantine or specific preventive measures or surveillance by the international and/or local health authorities of the country where you are staying and/or the national authorities of your country of origin.
- ◆ The costs of thermal treatment, aesthetic treatment, vaccination and the costs thereof,
- ◆ Stays in rest homes and the expenses arising from them,
- ◆ Re-education, physical therapy, chiropractic care and the costs thereof,
- ◆ Anticipated hospitalizations.

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

You must obtain our prior approval before you incur any expenses, including medical expenses.

For any claim you must send us the completed claim statement along with the supporting documentation for your claim.

When we have arranged your transportation or repatriation, you must return the original transportation tickets to us, which become our property.

### → Costs of interruption of stay

Taking of effect	Expiration of guarantee
Interruption of stay costs: The day of the start of the stay	Cost of interruption of stay: The day of the expected return from the trip

### WHAT DO WE GUARANTEE?

If you have to interrupt the stay guaranteed by this contract, we will refund the unconsumed "hotel services" and any cleaning fees for the rental, for which you cannot request a refund from the service provider, replacement or compensation in the event that you are required to leave and return the rented site to the hotel operator as a result of:

- **Serious illness, serious accident or death** of yourself, your spouse or common-law partner, your ascendants or descendants up to twice removed, step-father, stepmother, sisters, brothers, step-brothers, step-sisters, brothers-in-law, sisters-in-law, your legal guardian or a person usually living under your roof, of the person who accompanies you during your stay in the name quoted and insured under this contract.
- **Serious illness, serious accident or death** of the person in charge during your stay of custody of your children of minor age, or of a person with a disability whose legal guardian you are living under the same roof as you, whether you are the legal guardian.
- **Serious damage from fire, explosion, water** damage or caused by the forces of nature to your professional or private premises and requiring your presence to take the necessary protective measures.
- **Theft on business or private premises** provided that the significance of this theft requires your presence to take the necessary protective measures.

### Winter Season Special:

#### Reimbursement for ski lift, course and ski rental package

Following an accident or illness during the stay, We will refund your ski lift package and ski rental from the day following the accident up to the amount shown in the Table of Guarantees. This guarantee is for packages of at least 5 days.

We also reimburse you for ski classes that you have not used because of your personal accident and to the extent that the ski school refuses to reimburse you for the courses previously paid.

#### WHAT WE EXCLUDE

*In addition to the exclusions set forth in the general provisions, interruptions arising from:*

- *aesthetic treatment, cure, voluntary termination of pregnancy, in vitro fertilization and its consequences;*
- *a mental or mental or depressive illness without hospitalization less than 3 days;*
- *epidemic;*
- Transport ticket refund requests;
- Claims for benefits not listed on the travel registration form and therefore not guaranteed (even if these benefits are purchased from the local representative of the on-site organizer);
- Interruptions of stay for which the causal event was known prior to the departure of the trip.

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

You must:

- Provide the insurer with all documents necessary for the filing of the case and thus prove the validity and amount of the claim.

In all cases, you will always be asked for the originals of the detailed invoices of the tour operator showing the ground services and the transport services.

If the information necessary for investigation is not submitted to our medical advisor, the case cannot be settled.

#### → Theft or breakage of "Sport/Ski Equipment"

Taking of effect	Expiration of guarantee
Sports equipment: The day of the start of the stay	Sports equipment: The day of the planned return of travel

#### WHAT DO WE GUARANTEE?

- in the event of accidental damage to your sport/personal ski equipment, we will reimburse you for the rental of equivalent replacement equipment from a professional, within the limits of the ceiling and after application of a deductible stipulated in the table of guarantees.

**The guarantee shall be granted provided that the subscriber proves the materiality of the loss, by presenting the damaged equipment to the renter.**

- in the event of simple theft or breakage of sports/ski equipment we will reimburse you for the rental of equivalent replacement equipment from a professional, within the limits and after application of a deductible stipulated in the table of guarantees.

**The guarantee is limited to one occurrence per guaranteed item of ski equipment and per period of insurance**

#### SPECIAL EXCLUSION FOR THEFT AND BREAKAGE OF SKI EQUIPMENT/SPORTS EQUIPMENT:

- *theft of equipment covered at the resort between 6:00 PM and 9:00 AM;*
- *theft other than burglary between 6:00 PM and 9:00 AM;*
- *loss, including loss as a result of a force majeure event or loss of covered ski equipment;*
- *damage other than accidental damage;*
- *damage to covered/ski equipment that does not affect the proper operation of the equipment, such as scratches, chips, scuffs;*
- *damage resulting from failure to comply with the operating and maintenance instructions issued by the store where the guaranteed sports/ski equipment is removed;*
- *damage covered by the manufacturer, distributor or manufacturer's guarantee;*
- *the wilful or intentional fault of the subscriber.*

#### TERRITORIALITY

Guarantees are exercised for any guaranteed event occurring in Metropolitan France.

#### For theft guarantee

**In case of break -in or simple theft**

- ♦ Make a complaint to the competent authorities as soon as possible, on which the theft and its circumstances must be mentioned
- ♦ Report the claim to GRITCHEN ASSURANCES by sending the following documents: Original of the filing of the complaint expressly mentioning the break-in or simple theft and a sworn statement specifying the exact circumstances of the claim (date, time and place of the claim).

#### For the breakage guarantee

**In case of accidental damage**

- ♦ Report the claim to GRITCHEN INSURANCES by submitting the following documents: A sworn statement specifying the circumstances of the loss (date, time and place of the loss) and the statement from the subscriber's store detailing the physical damage suffered by the covered ski equipment or the rental invoice for the replacement equipment.

Compliance with GRITCHEN INSURANCE instructions  
We may seek the advice of an expert or investigator, as well as any other evidence deemed necessary for the merits of the claim.

#### → Personal item forgotten in the rental

Taking of effect	Expiration of guarantee
Object forgotten: The day of the expected return of	Forgotten subject: Max 15 days after the day of the expected return of travel (group's place of dispersion)

#### WHAT DO WE COVER?

**Forgotten object:** Object or clothing belonging to the insured person forgotten at the covered place of stay and recognized by the insured on his return to his home.

Within the limits set out in the Table of Limits of guarantees and for one object per accommodation, we will reimburse you for the costs of sending a forgotten object.

#### WHEN DO WE DO THIS?

In you have forgotten a personal object at the place of your stay, we refund you the mailing costs (excluding insurance), by express shipment from the place where it was forgotten to the place where you are allowed to recover the forgotten object.

We cannot be held responsible for:

- delays attributable to transport organizations called upon for delivery of the forgotten object;
- breakage, loss, damage or theft of the forgotten object during transit;
- consequences resulting from the nature of the forgotten object;
- whether national or international customs officers oppose such a shipment.

#### WHAT WE EXCLUDE

In addition to the exclusions common to all guarantees, the following are excluded from the guarantee:

- papers, papers and coins, checks, payment cards, marketable securities, precious metals, jewellery, precious stones, fine pearls, identity papers and any other valuables,
- objects or effects for which the transport constitutes a commercial operation and those intended for sale,
- dangerous materials, weapons of any category and the corresponding ammunition,
- motor vehicles, automotive accessories, gardening equipment, tools, liquid-containing objects, furniture, home

or computer appliances and accessories, hi-fi equipment, musical instruments,

- perishable foodstuffs and live animals,
- alcoholic or non-alcoholic beverages, drugs or narcotics or any other illicit substance,
- any object that does not comply with or does not meet the regulations in effect of the country or countries visited.

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

The insured must:

- contact the host of the stay and arrange the dispatch to the insured's place of residence
- take any measures necessary to secure the object,
- Report the loss to the insurer within 30 working days of the shipment, except in cases of unforeseen circumstances or force majeure. After that time, the insured loses any right to refund,
- provide the original invoice of the shipping costs issued by the transport organization requested for the delivery of the forgotten object

#### → Replacement Vehicle Guarantee

Taking of effect	Expiration of guarantee
Replacement vehicle: The day of arrival at the place of stay	Replacement vehicle: 3 days after the planned departure of travel

#### WHAT DO WE GUARANTEE?

The "replacement vehicle" guarantee applies if you find yourself in difficulty as a result of your vehicle being immobilized as a result of a breakdown, accident or theft, during the covered stay.

If the vehicle is stationary for more than 24 hours or the repair time is greater than 2 hours or the stolen vehicle is not recovered within 48 hours, we organize and cover a replacement vehicle of a category equivalent to the immobilized vehicle for a maximum of 3 consecutive days, and in all cases only during the period of immobilization.

#### Conditions for provision:

- the category of the replacement vehicle is equivalent to the immobilized vehicle;
- the replacement vehicle must be returned to the agency where it was made available;
- you must meet the requirements of the car rental companies;
- we act as your guarantor for the security deposit at the rental agency by sending, by fax or email, the commitment notice.



#### WHAT WE EXCLUDE

In addition to the exclusions under "What are the general exclusions applicable to all of our guarantees? », we cannot intervene or indemnify if the capital property is a result of:

- dry failures and fuel errors;
- a puncture;
- lost, forgotten, stolen or broken keys except for key breakage in the steering lock of the vehicle;
- repetitive breakdowns of the same nature caused by failure to repair the vehicle after an initial intervention by our services in the month preceding the event;
- air conditioning problems and faults;
- body damage that does not cause the vehicle to come to a standstill, unless otherwise stipulated in contract;
- the consequences of immobilization of the vehicle for carrying out maintenance operations;
- failures of alarm systems not fitted in series.

Our guarantee excludes reimbursement:

- for fuel costs;
- for personal objects and effects left in or/and on the vehicle;
- for customs and security fees except those which have been the subject of a prior agreement of the assistance service;
- for transported goods and animals
- for the costs of repairs and towing of vehicles, spare parts;
- for all costs other than repair of a replacement vehicle within the limits set out in the table of limits of guarantee.

Our guarantee excludes immobilization of the following vehicles from the replacement vehicle guarantee:

- motorcycles less than 125 cm<sup>3</sup>;
- mopeds, motorbikes;
- luggage trailers with a total permissible weight load of more than 750 kg;
- non-standard production trailers and all trailers other than those intended for the transport of luggage, as well as boat trailers, vehicle transport trailers;
- licensed carts driven without a permit;
- vehicles intended for the transport of persons for a fee, such as a driving school vehicle, ambulance, taxi, funeral vehicle, rental vehicle;
- vehicles intended for the transport of goods and animals.

#### WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?

*We cannot intervene when your requests for benefits or services are the result of damage resulting from:*

- ◆ Benefits which have not been requested during travel or which have not been arranged by us, or in agreement

with us, do not, a posteriori, qualify for reimbursement or compensation,

- ◆ Hotel or restaurant fees, except those specified in the text of the guarantees,
- ◆ Damage caused intentionally by the Insured and that resulting from his or her participation in a crime, offense or brawl, except in the case of self-defence,
- ◆ The amount of the convictions and their consequences,
- ◆ The use of narcotics or medications not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competition sport or rally granting the right to a national or international ranking which is organized by a sports Federation for which a license is issued, as well as training for such competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, on board any apparatus for locomotion by land, water or air,
- ◆ The consequences of non-compliance with recognized safety rules related to the practice of any recreational sport,
- ◆ Costs incurred after the return from the trip 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, mountaineering, bobsleigh, dangerous animal hunting, ice hockey, skeleton, combat sports, caving, snow sports with international, national or regional rankings,
- ◆ Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorized by the local authorities,
- ◆ Official prohibitions, seizures or restraints by law enforcement,
- ◆ Use by the insured of air navigation apparatus,
- ◆ Use of war devices, explosives and firearms,
- ◆ Harm resulting from the insured's wilful or intentional misconduct in accordance with Article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemic, pollution, natural disaster, unless otherwise stipulated,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any irradiation from an energy source of a radioactive nature.

The liability of MUTUAIDE ASSISTANCE may in no case be incurred for breaches or violations of its obligations resulting from cases of force majeure, or from events such as civil or foreign war, riots or popular movements, lock-out, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstances or force majeure, as well as their consequences.

#### → General provisions

Like any insurance contract, this one involves reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages. This contract is a group damage insurance contract signed by Gritchen Affinity with MUTUAIDE ASSISTANCE and in which enrolment is optional.

#### Annex to Article A. 112-1

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

You are invited to verify whether you are already a beneficiary of a guarantee covering one of the risks guaranteed by the new contract. If this is the case, you have the right to waive this contract for a period of fourteen (calendar) days from the date of establishment, without charge or penalty, if all of the following conditions are met:

- you have purchased this contract for non-business purposes;
- this contract is in addition to the purchase of a good or a service sold by a supplier;
- you justify that you are already covered for one of the risks covered by this new contract;
- the contract that you wish to waive is not fully executed;
- you have not declared any claims covered by this contract.

In this situation, you may exercise your right to waive this contract by letter or any other durable media sent to the insurer of the new contract, accompanied by a document justifying that you already have coverage for one of the risks covered by the new contract. The insurer is required to refund the premium paid to you within 30 days of receiving your waiver.

**If you wish to waive your contract but do not meet all of the above conditions, check the waiver terms in your contract.**

#### Additional information:

The waiver letter, a model of which is proposed to you to be able to exercise this right, must be sent by mail or any other durable medium to Gritchen Affinity – 27, rue Charles Durand – CS70139 – 18021 Bourges:

"I, the undersigned, M....., residing at ..... waive my contract No. .... subscribed with MUTUAIDE ASSISTANCE in accordance with Article L 112-10 of the Insurance Code. I certify that I have no knowledge, as of the mailing date of this letter, of any loss involving a contract guarantee."

#### Consequences of waiver:

Exercising the right of waiver within the time provided 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 the contractual guarantee, you may no longer exercise this right of waiver.

In the event of a waiver, you are only required to pay the premium or contribution portion corresponding to the period during which the risk ran, which is calculated up to the date of termination.

However, the entire premium or contribution remains due to the insurance company if you exercise your right of waiver even though a loss involving the contractual guarantee and of which you have not been aware occurred during the renunciation period.

#### Provisions common to all guarantees

#### DEFINITIONS AND SCOPE

##### We, the insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 noisy-le-Grand Cedex – 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

#### DEFINITIONS AND SCOPE

##### We, the insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 noisy-le-Grand Cedex – 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.

##### Serious bodily injury

A sudden alteration of health, resulting from the sudden action of an unintentional external cause, by the victim as

determined by a competent medical authority resulting in the issuance of a prescription for the benefit of the patient and involving the cessation of any professional or other activity.

**Attack**

Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, intended to seriously disrupt public order through intimidation and terror and subject to media coverage.

This "attack" should be documented by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

**Insured**

An individual or group duly insured under this Agreement and designated, hereinafter, as "you".

For guarantees of assistance and insurance, these persons must have their domicile in France, in the DOM-ROMs COM and sui generis communities or in Europe.

**Luggage**

Travel bags, suitcases, trunks and their contents, excluding any clothing and effects you are wearing.

**Injury**

A sudden alteration of health of the victim as determined by a competent medical authority, resulting from the sudden action of an unintended external cause.

**Natural disaster**

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

**COM**

COM refers to the overseas communities of French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint Barthelemy.

**Definition of assistance to persons**

Assistance to persons includes all the benefits implemented in the event of sickness, injury or death of the insured persons, during a covered trip.

**Covered travel**

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days.

**Domicile**

For guarantees of assistance and insurance, domicile is considered the principal and usual place of residence in France, in the DOM-ROMs COM and sui generis communities or in Europe. In the event of a dispute, the tax address is the home.

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

Guadeloupe; Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.

**DROM**

DROM means the overseas departments and regions of Guadeloupe, Martinique, Guyana, Réunion and Mayotte.

**Duration of guarantees**

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

**Basic necessities**

Articles of clothing and toiletries allowing you to deal temporarily with the unavailability of your personal effects.

**European Economic Area (E.E.E)**

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

**Abroad**

Any country outside your home country.

**Europe**

Europe means the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, metropolitan, Gibraltar, Hungary, Greece, Ireland, Italy and Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Czech

Republic, San Marino, Spain, Sweden, Switzerland and the United Kingdom.

#### Events covered for assistance

Illness, injury or death during a covered trip.

#### Events covered for insurance

- ✓ Cancellation
- ✓ Late check-in
- ✓ Interruption of stay
- ✓ Forgotten object
- ✓ Replacement vehicle
- ✓ Sports equipment

#### Performance of services

The benefits guaranteed by this Agreement may only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenses authorized by Beneficiaries may be reimbursed by MUTUAIDE ASSISTANCE.

#### Deductible

The portion of the loss left to the insured under the contract in the event of compensation following a loss. The deductible can be expressed as an amount, percentage, day, hour, or kilometre.

#### Long-haul:

"Long-haul" means travel to countries not listed in the definition "Medium-haul".

#### Illness

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

#### Serious illness

Sudden and unforeseen alteration of health as observed by a competent medical authority resulting in the issuance of a prescription for the use of medication for the benefit of the patient and involving the cessation of any professional or other activity.

#### Maximum per event

In the event that the cover is implemented in favour of several insured victims of the same event and insured under the same special conditions, the insurer's cover shall, in any event, be limited to the maximum amount specified under that coverage, regardless of the number of victims. As a result, indemnities are reduced and paid in proportion to the number of victims.

#### Family members

Your spouse or common-law partner or any person bound to you by a PACS (civil solidarity pact), your ascendants or descendants or those of your spouse, your step-father, step-mother, brothers, sisters, including the children of the spouse or partner of one of your direct ascendants, step-brothers, step-sisters, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise agreed by contract.

#### Medium haul:

"Medium-haul" means travel to Europe and the Maghreb countries.

#### We organize

We perform the necessary steps to give you access to the service.

#### We cover

We finance the service.

#### Invalidity

Any fraud, falsification, misrepresentation or false testimony which may implement the guarantees provided for in the Agreement shall result in the invalidity of our commitments and forfeiture of the rights provided for in said Agreement.

#### Precious objects

Pearls, jewellery, watches, worn furs, as well as any sound and/or image reproduction device and their accessories, hunting rifles, fishing equipment, laptops.

#### Claim

A random event that triggers the guarantee of this contract.

#### Territoriality

Worldwide.

#### WHAT IS THE GEOGRAPHIC COVERAGE OF THE CONTRACT?

The guarantees and/or services provided under this Agreement shall apply worldwide.

#### WHAT IS THE DURATION OF THE CONTRACT?

The duration of validity corresponds to the duration of the services sold by the travel organizer.

Under no circumstances may the duration of the guarantee exceed 3 months from the day of departure for the trip.

The "CANCELLATION" guarantee becomes effective on the date of subscription to this contract and expires on the day of departure for the trip (one way).

The other guarantees take effect on the scheduled departure day and expire on the scheduled date of return.



## RULES FOR THE OPERATION OF ASSISTANCE SERVICES

Only the telephone call of the insured at the time of the event allows the implementation of the assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the rights of the requester, organizes and takes charge of the services provided for in this Agreement.

In order to benefit from a service, MUTUAIDE ASSISTANCE can ask the Beneficiary to provide proof of the capacity he invokes and to produce, at his own expense, the documents and papers proving this right.

The Beneficiary must allow our doctors access to any medical information concerning the person for whom we intervene. This information will be treated in accordance with medical confidentiality.

**MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency relief organisations and intervenes within the limits of the approval given by the local authorities, nor can it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries requiring neither repatriation nor medical transport.**

The interventions that MUTUAIDE ASSISTANCE is led to carry out are done in full respect of national and international laws and regulations. They are, therefore, linked to obtaining of the necessary authorizations by the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of a Beneficiary, the latter must return the original return ticket which was unused.

MUTUAIDE ASSISTANCE decides on the nature of the air ticketing made available to the Beneficiary according to the possibilities offered by the air carriers and the duration of the trip.

## CONDITIONS OF REIMBURSEMENT

Reimbursements to the insured may be made by us only upon presentation of the original settled invoices corresponding to expenses incurred with our approval.

Claims should be sent to:

**MUTUAIDE ASSISTANCE**  
**Service Gestion des Sinistres**  
**126, Rue de la Piazza**  
**93196 NOISY LE GRAND CEDEX**

## HANDLING OF COMPLAINTS

1. In the event of any disagreement or dissatisfaction with the implementation of your contract, we invite you to inform MUTUAIDE by calling **01.55.98.51.30** or writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the support guarantees listed below:

- ✓ Repatriation or health transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under 18 years of age
- ✓ Visit of a loved one
- ✓ Extension of stay
- ✓ Hotel expenses
- ✓ Continuation of stay
- ✓ Repatriation of remains
- ✓ Early return
- ✓ Legal assistance abroad
- ✓ Medical expenses outside the country of residence
- ✓ Payment of search or rescue costs
- ✓ Transmission of urgent messages

If the answer you receive does not give you satisfaction, you can send a letter to:

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**126, Rue de la Piazza**  
**93196 NOISY LE GRAND CEDEX**

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most.

If the disagreement persists, you can refer the matter for Insurance Mediation by mail to:

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

2. In the event of any disagreement or dissatisfaction with the implementation of your contract, we invite you to inform **GRITCHEN AFFINITY** by writing to [sinistre@declare.fr](mailto:sinistre@declare.fr) for insurance coverage

If the answer you receive does not give you satisfaction, you can send a letter to:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20296**  
**94368 Bry sur Marne Cedex**

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most. If the disagreement persists, you can refer the matter for Insurance Mediation by mail at:

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

The insurer shall acknowledge receipt of the claim within a period not to exceed 10 working days, unless the response itself is given to the client within that period. It shall send the reply to the insured within a period not exceeding two months from the date of receipt.

Finally, if your disagreement persists after the answer is given, you may refer the matter for insurance mediation provided that no legal action was taken:

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

Insurance mediation is not authorized to decide on contracts subscribed to cover professional risks

**DATA COLLECTION**

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

- the answers to the questions asked are compulsory and that, in the event of false declarations or omissions, the consequences for him/her may be invalidity of enrolment in the contract (Article L 113-8 of the Insurance Code) or reduction of the compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for enrolment in the contract and execution of its guarantees, for management of the commercial and contractual relationships, and for execution of legal, regulatory and administrative provisions in effect.
- The data collected and processed is kept for the duration necessary to fulfil the contract or to satisfy legal obligations. This data is then archived in accordance with the periods specified in the provisions relative to the statute of limitations.
- The recipients of the data concerning him are, within the limits of their duties, the Insurer's departments in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers within the framework of the exercise of their assignments.

It may also be sent, where appropriate, to professional bodies and to all persons involved in the contract, such as lawyers,

experts, court officials and judicial officers, curators, guardians and investigators.

Information concerning him may also be sent to the Subscriber, as well as to all persons identified as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and all public bodies authorised to receive such information, as well as to the departments in charge of control such as statutory auditors, auditors and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured shall be kept for a period of five (5) years from the close of the contract or termination of the relationship.

- His personal data may also be used in the context of processing to combat insurance fraud which may lead, if necessary, to inclusion on a list of persons presenting a risk of fraud.

This inclusion may result in further examination of the matter, or even the reduction or refusal of the benefit of a right, service, contract or service proposed.

In this context, personal data concerning him (or concerning the persons who are parties or concerned by the contract) may be processed by any authorised persons working within the entities of the Insurer Group within the framework of the fight against fraud. This data may also be intended for the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, court officials, judicial officers, third-party organisations authorised by a legal provision and, where applicable, 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 proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the close of the fraud case, or until the end of the legal proceedings and the end of the applicable limitation periods.

For persons on a list of suspected fraudsters, their data is deleted 5 years after the date of placement on the list.

- In its capacity as Insurer, it is entitled to process data relative to offences, convictions and security measures

either at the time of subscription of the contract or during the effective period of it, or in the context of managing disputes.

- Personal data may also be used by the Insurer in the context of processing operations that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning the Insured may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Insured has the right to access, rectify and delete his data, and to object to processing of said data, by proving his identity. He also has the right to request limitation of the use of his data when it is no longer necessary, or to retrieve the data he has provided in a structured format when it is necessary for the contract or when he has consented to the use of such data.

He has the right to set guidelines on the fate of his personal data after his death. These guidelines, whether general or specific, relate to the storage, deletion and disclosure of his data after his death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

:

- By email: At [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 – 93196 Noisy le Grand.

After having made a request to the Data Protection Representative and not having obtained satisfaction, he has the possibility of referring the matter to 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 extent of the compensation and services it has provided, against any person responsible for the events which motivated its intervention. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or institution.

## TIME LIMITS

In application of Article L 114-1 of the Insurance Code, any action arising from this contract is time-barred two years following the causal event. This period is extended to ten years for death benefits, with the actions of the beneficiaries being time-barred thirty years, at the latest, following this event.

However, this period shall only run:

- in the event of reticence, omission, false or inaccurate declaration regarding the risk incurred, from the day that the Insurer became aware of it;
- in the event of a claim, from the day that the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, the limitation period shall run only from the day that third party brought legal action against the Insured or was indemnified by the Insured.

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 person against whom the time limit expired (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled as a result of a procedural flaw (Articles 2241 and 2242 of the Civil Code). Interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is pointed out that:

Arraignment sent to one of the joint and several debtors by court petition or by an act of forced execution or recognition by the debtor of the right of the party against whom the time limit lapsed interrupts the time limit against all others, even against their heirs.

On the other hand, an arraignment sent to one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the time limit with respect to the other joint heirs, even in the case of a hypothecary claim, if the obligation is divisible. Such arraignment or recognition interrupts the time limit with regard to the other co-debtors only for the share of the obligation for which the heir is responsible.

In order to interrupt the limitation period for all parties involved, with regard to other co-debtors, it is necessary to arraign all the heirs of the deceased debtor or to recognize all these heirs (article 2245 of the Civil Code).

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

The time limit may also be interrupted by:

- the designation of an adjuster following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to settlement of the claim).

## SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relative to determination and payment of benefits shall be submitted by one of them, failing amicable resolution, to the competent court at the location of the Beneficiary's domicile, in accordance with the provisions of Article R 114-1 of the Insurance Code.

## FALSE DECLARATIONS

**When they change the object of the risk or diminish our opinion of it:**

- **Any reticence or intentionally false statement on your part will render the contract null and void. Premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 of the Insurance Code.**
- **Any omission or inaccurate declaration on your part which is not established as being made in bad faith will result in termination of the contract, 10 days after notification is sent to you by registered letter, and/or application of the reduction of compensation under the Insurance Code as provided for in Article L 113.9.**

## REGULATORY AUTHORITY

The regulatory authority responsible for supervising MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.