

# Travel Insurance

## Insurance product information document

Company: Mutuaide Assistance, Approval N°4021137 - Insurance company approved in France and governed by the French Insurance Code

Mutuaide

### Product : CANCELLATION AND INTERRUPTION INSURANCE FOR TOURIST RESIDENCE

This document is a summary of the main features of the product. It does not take into account your specific needs and requirements. You will find full information on this product in the pre-contractual and contractual documentation.

#### What type of insurance is it?

The product is an insurance contract covering the Insured prior to departure and during the trip.



#### What is insured?

- ✓ CANCELLATION for the following reasons  
*up to €10,000 per person*  
*covid extension*
- ✓ INTERRUPTION
- ✓ LATE ARRIVAL



#### What is not insured?

- ✗ Failure of the tour operator or airline,
- ✗ An act of negligence on your part,
- ✗ Planned hospitalizations,
- ✗ Claims for reimbursement of transport tickets
- ✗ Accidental damage due to the leaking of liquids, fatty, coloring or corrosive substances contained in your luggage
- ✗ Forgetting to vaccinate.



#### Are there any exclusions to cover?

The main exclusions of the contract :

- ! Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, misdemeanor or brawl, except in the case of legitimate self-defense;
- ! The amount of sentences and their consequences ;
- ! Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organized by a sports federation through which a license is issued, as well as training with a view to these competitions;
- ! Customs duties ;
- ! Professional practice of any sport;
- ! Epidemics, pollution, natural disasters ;
- ! Suicide and attempted suicide ;
- ! The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

The contract also contains certain restrictions:

- ! Cancellation fees will only be reimbursed from the date of contraindication established by a competent authority in accordance with the cancellation scale shown in the travel agency's special conditions of sale if you cancel the trip at a later date with the travel agency.



## Where am I covered?

Cover applies worldwide.



## What are my obligations?

### - When the contract is taken out

The Insured must pay the premium.

The Insured must answer all the questions asked by the Insurer, in particular on the declaration form, to enable the Insurer to assess the risks covered.

### - In the event of a claim

The Insured must report the claim within 5 working days of becoming aware of the loss, **except in the event of unforeseen circumstances or force majeure.**

In all cases, the Insured must provide the Insurer with all supporting documents necessary for the implementation of the insurance cover and assistance services provided for in the contract.



## When and how do I make payments?

The premium is payable when the contract is taken out, by any means of payment accepted by the travel agency.



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

### Start of cover

Cover takes effect on the date of subscription, subject to payment of the corresponding premium.

### End of cover

Cover ends on the day of departure.



## How can I cancel the contract?

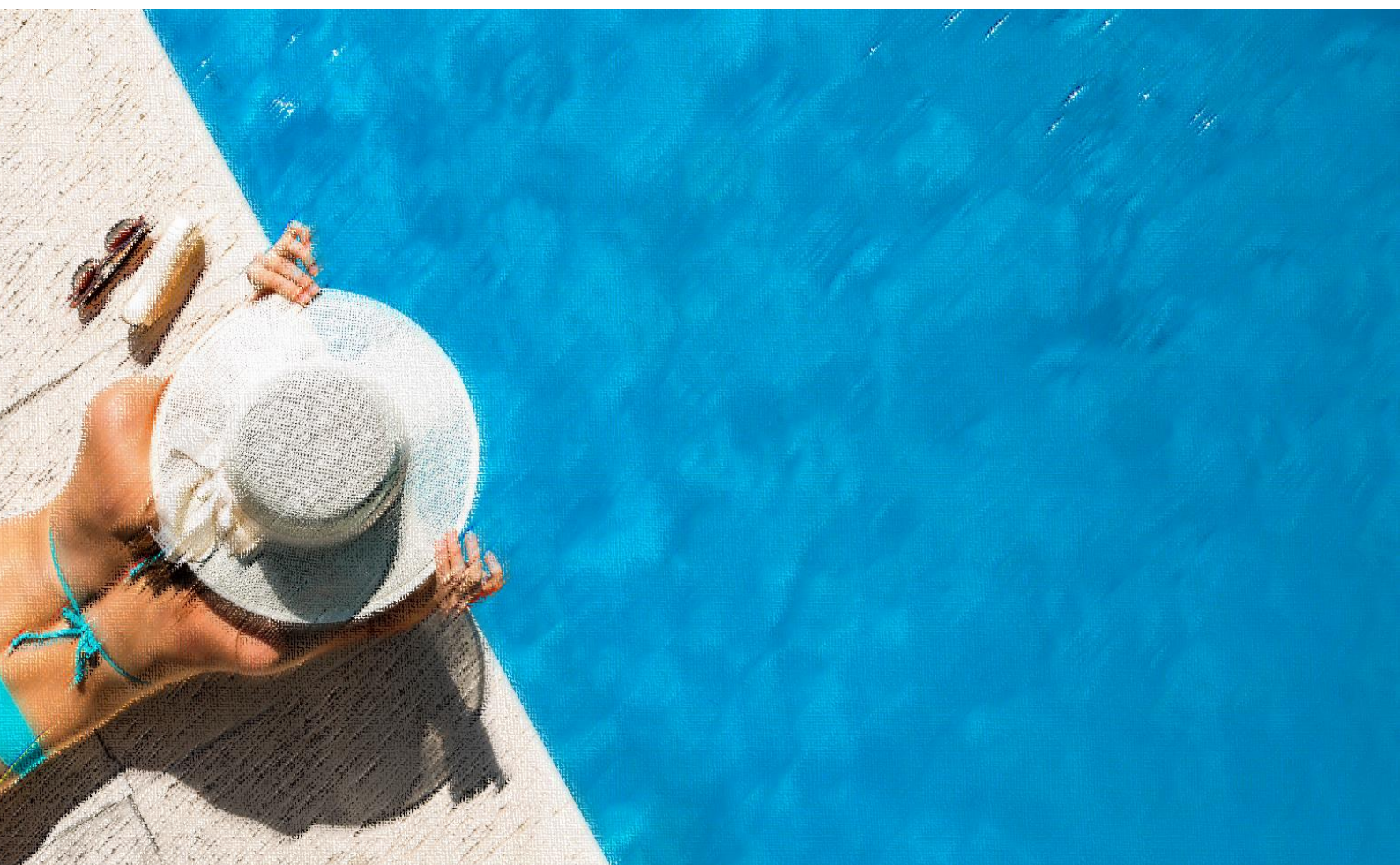
### Right of renunciation

In accordance with article L112-10 of the Code des Assurances, the Insured who takes out an insurance contract for non-professional purposes, if he/she can prove previous cover for one of the risks covered by this new contract, may cancel this new contract, without costs or penalties, as long as it has not been fully executed or the Insured has not called in any cover, and within a maximum period of fourteen calendar days from the conclusion of the new contract.

### Contractual termination

You may terminate the contract by sending a registered letter with acknowledgement of receipt to the Insurer in the event of a change in your personal situation having a direct influence on the risks covered, a review of the premiums or a change to the contract, subject to the notice period stipulated in the contract.

## TOURIST HOMES" INSURANCE POLICY CANCELLATION AND INTERRUPTION COVER CONTRACT NO.: 6181



The purpose of this agreement is to define the conditions under which MUTUAIDE ASSISTANCE provides cover to members who are beneficiaries of the group contract.

**Ref 6181-23**

# **WARRANTY TABLE**

CANCELLATION CHARGES PERILS REFERRED TO AS	Amounts and excess
CANCELLATION CHARGES PERILS REFERRED TO AS	In accordance with the cancellation charges schedule Maximum €10,000 per stay
Of which : <ul style="list-style-type: none"> <li>✓ Cancellation due to serious illness (including serious illness following an epidemic or pandemic)</li> <li>✓ Cancellation due to denied boarding at the airport, train station, bus station or port of departure or due to a temperature reading.</li> <li>✓ Cancellation in the event of failure to vaccinate against Covid 19</li> </ul>	No excess for medical reasons Excess for other reasons: €30 per case unless otherwise stated
LATE ARRIVAL	Amounts
LATE ARRIVAL - Impossible access to the holiday location  - Franchise	Reimbursement of unused land services on a pro rata basis up to a maximum of €4,000 per rental or pitch and a maximum of €25,000 per event. 1 day
COSTS OF INTERRUPTION OF STAY	Amounts
COSTS OF INTERRUPTION OF STAY	Reimbursement of unused ground services on a pro rata temporis basis in the event of early return Maximum €4,000 per stay Excess 1 day unless otherwise stated

## **Subscription period**

For the Cancellation guarantee to be valid, this contract must be taken out simultaneously with the booking of the trip or before the start of the cancellation fee schedule.

Cover other than Cancellation applies for the duration of the trip corresponding to the invoice issued by the organiser, up to a maximum of 3 months from the date of departure.

## **HOW TO CONTACT OUR INSURANCE CLAIMS DEPARTMENT**

When insurance cover is involved, the insured must :

- Notify Gritchen Affinity in writing of any claim that is likely to result in coverage within five working days (reduced to two working days in the event of theft).

These deadlines run from the moment the insured becomes aware of the loss or damage likely to trigger cover.

Once this period has elapsed, the insured will forfeit any right to compensation if the delay has caused prejudice to the Company.

- Voluntarily declare to Gritchen Affinity any cover taken out for the same risk with other insurers.



**FOR FAST, MODERN MANAGEMENT  
YOUR INSURANCE CLAIMS**

Log on to the website: **www.declare.fr**  
(Submit your supporting documents and track your progress at  
all times.  
the status of your case)

**FOR TRADITIONAL MANAGEMENT  
YOUR INSURANCE CLAIMS**

By e-mail: **sinistre@declare.fr**

By post:  
**Gritchen Affinity  
Claims department  
27 rue Charles Durand - CS70139  
18021 Bourges Cedex**

**WARRANTY DESCRIPTIONS**

**→ Cancellation charges Named perils**

<b>Taking effect</b>	<b>Expiry of the guarantee</b>
Cancellation: on the day the contract is taken out	Cancellation: on the day of departure - place of stay

**WHAT DO WE GUARANTEE?**

We will reimburse deposits or any sums retained by the tour operator, less an excess as indicated in the table of cover amounts and invoiced in accordance with the tour operator's General Terms and Conditions of Sale (**excluding administration fees, visa fees, insurance premiums and all taxes**), if you are obliged to cancel your trip before departure (outward journey).

**In the case of leases, the guarantee only applies if the lease is fully paid up.**

**WHEN DO WE INTERVENE?**

We intervene on the grounds and in the circumstances listed below, to the exclusion of all others.

**- Serious illness (including serious illness following an epidemic or pandemic), serious bodily accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you took out your :**

- yourself, your legal or de facto spouse, 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 cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement named at the time of subscription, the person designated at the time of taking out this policy, responsible for looking after or accompanying your minor children on holiday during your trip, or the disabled person living under your roof, provided that the person is hospitalised for more than 48 hours or dies

**- Death of your uncle, aunt, nephews or nieces.**

**- Denied boarding at the airport, railway station, bus station or port of departure following a temperature check** organised by the health authorities of the country of departure or the transport company with which you are travelling.

(Proof from the transport company that denied you boarding, or from the health authorities in the country of departure, must be sent to us; in the absence of this proof, no compensation will be possible).

**- No vaccination against Covid 19**

- ✓ when, at the time of taking out this policy, the country of destination did not require vaccination against Covid 19 for entry into its territory, but when you leave it does:
- ✓ and you are no longer within the time limit required to have this vaccination so that you can travel,
- ✓ or if you are unable to have the vaccination because of a medical contraindication .

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

**Complications due to pregnancy**

- which entail an absolute cessation of all professional or other activity and provided that, at the time of departure, the person is not more than 6 months pregnant,
- or
- if the very nature of the trip is incompatible with your state of pregnancy, provided that you were not aware of your condition when you booked the trip.

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

**Redundancy**, provided that the redundancy procedure had not been initiated when you took out this policy and/or that you were not aware of the date of the event when you took out the policy.

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

**Court summons, only in the following cases:**

- Jury or witness at Assises,
  - Appointment as expert,
- Provided you are called at a date that coincides with the travel period.

**Convocation for the adoption of a child** during your insured stay, provided that the convocation was not known at the time the Policy was taken out.

**Invitation to a make-up examination**

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

**Destruction of business or private premises**

Requiring your presence on the day of departure to take the necessary precautionary measures, as a result of fire, water damage or natural elements affecting more than 50% of your private or business premises.

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

**Granting of a job or work placement by Pôle Emploi**

takes effect before or during the dates scheduled for your trip, while you were registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.

**Deletion or modification of paid holiday dates by the employer**

This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers**. This leave, which corresponds to an acquired right, must have been agreed in advance in writing by the employer before the **policy was** taken out.

***You will be responsible for a 20% excess, with a minimum of €30 per case.***

**Professional transfer**

Imposed by your superiors and not requested by you, with the **exception of company directors, the self-employed, craftsmen and entertainers**.

***You will be responsible for a 20% excess, with a minimum of €30 per case.***

**Refusal of a visa by the country's authorities**

by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities during a previous trip, that your actions enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of this country.

**Serious damage to your vehicle** in the 96 **working** hours **preceding the 1<sup>er</sup> day of your stay**, provided that it cannot be used to get to your holiday destination.

### **Medical inability to practise a sport**

Medical inability to take part in a sporting activity is grounds for cancellation if the holiday takes place in a ski resort.

Bad weather preventing the activity of the stay is a reason for interrupting sports activities, except if an abnormally intense weather event causes the closure of sports facilities before departure - in this case, the cancellation of the stay will be covered.

### **Cancellation by one of the people accompanying you**

(maximum 8 people) booked at the same time as you and insured under the same contract, when the cancellation is due to one of the causes covered.

If the person wishes to travel alone, the additional costs will be taken into account, but our refund will not exceed the amount due in the event of cancellation on the date of the event.

### **WHAT WE EXCLUDE**

Cancellation cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation or safety conditions at the destination.

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?

- An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out,
- Any circumstance that is simply detrimental to enjoyment,
- Pregnancy and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences, as well as complications due to pregnancy beyond the 28th week,
- Forgetting to vaccinate,
- Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfil its contractual obligations,
- Too little or too much snow,
- Any medical event of a psychological or psychiatric nature that does not result in hospitalisation for more than 3 consecutive days after taking out this Contract,
- Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- The consequences of criminal proceedings against you,
- Any other event occurring between the date on which the insurance contract is taken out and the departure date of your holiday.
- Any event occurring between the date of subscription to the holiday and the date of subscription to the insurance policy.
- The absence of hazards,
- An intentional and/or legally reprehensible act, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the French Public Health Code, medication and treatments not prescribed by a doctor,
- Simply because the geographical destination of the trip is not recommended by the Ministry of Foreign Affairs of the insured's country,
- An act of negligence on your part,
- Any event for which the organiser of the holiday may be responsible or liable under the Tourism Code in force,
- Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, driving licence, identity card, visa, travel tickets, vaccination booklet, except in the case of theft, within 48 hours prior to departure.

### **HOW MUCH DO WE CONTRIBUTE?**

We will pay the amount of the cancellation costs **incurred on the day of the event** for which cover may be taken out, in accordance with the travel organiser's General Terms and Conditions of Sale, with a maximum and an excess as indicated in the table of cover amounts.

The insurance premium is never refundable.

### **WHAT IS THE DEADLINE FOR REPORTING A CLAIM?**

**1/ Medical reason:** you must declare your claim as soon as it is established by a competent medical authority that the seriousness of your state of health is such as to contraindicate your trip.

If you cancel after this contraindication to travel, our reimbursement will be limited to the cancellation charges in force on the date of the contraindication (calculated according to the travel organiser's scale of charges, of which you were aware 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 give rise to cover. If you cancel your trip after this date, our reimbursement will be limited to the cancellation fees in force on the date of the event (calculated according to the travel organiser's schedule of which you were aware at the time of registration).

2/ Secondly, if the claim has not been notified directly to us by the travel agent or organiser, you must notify us within 5 working days of the event giving rise to the cover. To do this, you must send us the claim form attached to the insurance contract that was given to you.

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

Your declaration must be accompanied by :

- in the event of illness or physical injury, a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the illness or physical injury,
- in the event of death, a certificate and the civil status form,
- in all other cases, any supporting documents.

**You must send us the documents and medical information we need to investigate your claim using the pre-printed envelope bearing the name of the medical advisor that we will send you as soon as we receive the claim form, together with the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must obtain them from your doctor and send them to us using the pre-printed envelope referred to above.** You must release your doctor from medical confidentiality. The same applies to the attending physician of the person responsible for the cancellation, on pain of forfeiture of your rights to compensation.

**You must also send us, in an envelope pre-printed with the name of the medical advisor, any information or documents that we may ask you to provide in order to justify the reason for your cancellation, and in particular :**

- All photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they have been issued or carried out, and in particular sickness insurance forms containing copies of the corresponding labels for medicines prescribed,
- Statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- The original receipted invoice for the debit that you are required to pay to the holiday organiser, or that the organiser retains,
- Your insurance policy number,
- The registration form issued by the travel agency or organiser,
- In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses.
- In the event of denied boarding: proof from the transport company that denied you boarding, or from the health authorities; in the absence of this proof, no compensation will be possible).
- And any other necessary documents.

It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object to this without a legitimate reason, you will lose your guarantee rights.

#### **→ Late arrival**

<b>Taking effect</b>	<b>Expiry of the guarantee</b>
Late arrival: On the day the contract is taken out.	Late arrival: on the last day of your stay

#### **WHAT DO WE GUARANTEE?**

We guarantee that you will be reimbursed on a pro rata basis for the period not used if you take possession of the rented accommodation or hotel room **more than 24 hours** late as a result of one of the events listed below:

- **One of the events listed in the "Cancellation Guarantee".**



- Or the impossibility of access to the resort/place of stay due to bad weather conditions resulting in 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 combined with the cancellation guarantee.

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

You must :

- Send the insurer all the documents needed to compile the file and prove the validity and amount of the claim.

In all cases, you will be systematically asked to provide the originals of the organiser's detailed invoices showing land and transport services.

If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.

#### → Trip interruption costs

Taking effect	Expiry of the guarantee
Costs of interruption of stay: on the day the stay begins	Costs of interruption of stay: on the day of the planned return from the trip

#### WHAT DO WE GUARANTEE?

If you have to interrupt the stay guaranteed by this contract, we undertake to reimburse any "hotel services" not consumed as well as any cleaning costs for the rental property, which you cannot demand from the service provider to be reimbursed, replaced or compensated in the event that you are obliged to leave and return the rented pitch to the hotelier as a result of :

- **Serious illness, serious accident or death** of yourself, your legal or de facto spouse, your ascendants or descendants up to the 2<sup>ème</sup> degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually living under your roof, the person accompanying you during your stay named and insured under this contract.
- **Serious illness, serious accident or death** of the person responsible during your stay for the care of your minor children, or of a disabled person for whom you are the legal guardian living under the same roof as you, whether you are the legal guardian or not.
- **Serious damage due to fire, explosion, water damage or damage** caused by the forces of nature to your business or private premises and requiring your presence to take the necessary precautionary measures.
- **Theft from business or private premises**, provided that the extent of the theft absolutely requires your presence to take the necessary precautionary measures.

#### Extended warranty

Cover is extended to a total interruption due to the impossibility of navigation following an unforeseeable and irresistible event not known at the start of the rental period, i.e.: lock closed and/or blocked, flooding, waterway closed. Deductible of 3% of the amount of the claim.

#### WHAT WE EXCLUDE

*In addition to the exclusions set out in the General Provisions, cover is not provided for interruptions caused by :*

- *a beauty treatment, a cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences ;*
- *a psychological or mental illness or depression without hospitalisation for less than 3 days;*
- *epidemics.*
- Claims for reimbursement of transport tickets,
- Requests for reimbursement of services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative),
- Interruptions to the stay where the cause was known before the start of the trip.

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

You must :

- Send the Insurer all the documents needed to compile the file and prove the validity and amount of the claim.

In all cases, you will be systematically asked to provide the originals of the tour operator's detailed invoices showing land and transport services.

If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.

#### **WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?**

*We cannot intervene when your claims for guarantees or benefits are the consequence of damage resulting from :*

- ♦ Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- ♦ Catering and hotel expenses, except those specified in the text of cover,
- ♦ Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- ♦ The amount of convictions and their consequences,
- ♦ Use of narcotics or drugs not prescribed by a doctor,
- ♦ Alcohol impairment,
- ♦ Customs duties,
- ♦ Participation as a competitor in a competitive sport or in a rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence has been issued, as well as training with a view to these competitions,
- ♦ Professional practice of any sport,
- ♦ Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ♦ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- ♦ Expenses incurred after return from the trip or expiry of the guarantee,
- ♦ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,
- ♦ Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ♦ Official bans, seizures or coercive measures,
- ♦ The Insured's use of air navigation equipment,
- ♦ The use of weapons of war, explosives and firearms,
- ♦ Damage resulting from intentional or reckless misconduct on the part of the Insured in accordance with article L.113-1 of the Code des Assurances,
- ♦ Suicide and attempted suicide,
- ♦ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- ♦ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- ♦ The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

Under no circumstances can MUTUAIDE ASSISTANCE be held responsible for failures or delays in the execution of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

#### **→ General provisions**

Like all insurance contracts, it 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 property and casualty insurance policy underwritten by Gritchen Affinity with MUTUAIDE ASSISTANCE. Membership is optional.

**Annex to article A. 112-1**

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

**You should check that you do not already have cover for any of the risks covered by the new contract. If this is the case, you have the right to cancel this contract within a period of fourteen (calendar) days of its conclusion, without charge or penalty, if all the following conditions are met:**

- you** have taken out this policy for non-business purposes ;
- This** contract complements the purchase of a good or service sold by a supplier;
- you** provide proof that you are already covered for one of the risks covered by this new policy;
- the** contract you wish to cancel has not been fully executed;
- you** have not reported any claim covered by this policy.

**In this situation, you may exercise your right to cancel the contract by sending a letter or any other durable medium to the insurer of the new contract, together with proof that you already have cover for one of the risks covered by the new contract. The insurer is obliged to refund the premium paid within thirty days of your waiver.**

**If you wish to cancel your policy but do not meet all the above conditions, check the cancellation terms and conditions set out in your policy.**

### **Additional information:**

The letter of renunciation, a model of which is provided below for the exercise of this right, must be sent by letter or any other durable medium to Gritchen Affinity - 27, rue Charles Durand - CS70139 - 18021 Bourges :

"I, the undersigned M..... residing at ..... hereby cancel my contract N°..... subscribed with MUTUAIDE ASSISTANCE in accordance with article L 112-10 of the Code des Assurances. I certify that at the date this letter is sent, I am not aware of any claim involving a guarantee under the contract.

### **Consequences of renunciation:**

If you exercise your right to cancel within the period specified in the box above, the policy will be cancelled from the date of receipt of the letter or other durable medium. As soon as you become aware of a claim under the contract, you can no longer exercise this right of renunciation.

In the event of waiver, you are only liable for payment of the part of the premium or contribution corresponding to the period during which the risk was incurred, this period being calculated up to the date of cancellation.

However, the full premium or contribution remains payable to the insurance company if you exercise your right of waiver when a claim involving the cover provided by the contract of which you were not aware occurs during the waiver 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 a fully paid-up capital of €12,558,240 - Company governed by the Insurance Code RCS 383 974 086 Bobigny - VAT FR 31 3 974 086 000 19

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#### **Serious bodily injury**

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

#### **Attack**

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

This "attack" will have to be registered 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 this to be a single coordinated action, it will be considered to be a single event.

**Insured**

Individual or group duly insured under this contract and referred to hereinafter as "you".  
For Assistance and Insurance cover, these persons must be domiciled in France, the French overseas departments and territories (DOM-ROM COM) and local authorities sui generis or in Europe.

**Luggage**

Travel bags, suitcases, trunks and their contents, excluding your clothing.

**Injury**

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority.

**Natural disasters**

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.

**COM**

COM refers to the French Overseas Collectivities: French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy.

**Definition of personal assistance**

Personal assistance covers all services provided in the event of illness, injury or death of insured persons during a covered trip.

**Guaranteed travel**

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

**Home**

For Assistance and Insurance cover, domicile is considered to be the main and usual place of residence in France, in the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

**DOM-ROM, COM and sui generis local authorities**

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

**DROM**

DROM refers to the French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

**Duration of guarantees**

- Cancellation" cover takes effect on the day you take out the insurance contract and expires on the day you leave on your trip.
- The period of validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.

**Basic necessities**

Clothing and toiletries to help you cope temporarily with the unavailability of your personal belongings.

**Epidemic**

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

**European Economic Area (EEA)**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, 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.

### **Foreign**

Any country other than your country of residence.

### **Europe**

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

### **Events covered by assistance**

Illness, injury or death during an insured trip.

### **Events covered by insurance**

- ✓ Cancellation
- ✓ Interruption of stay

### **Performance of services**

The services guaranteed by the present agreement can only be activated with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expense incurred by the Beneficiaries on their own initiative can be reimbursed by MUTUAIDE ASSISTANCE.

### **Franchise**

The portion of the claim borne by the Insured under the contract in the event of compensation following a claim. The excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

### **Long-haul :**

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

### **Disease**

Sudden and unforeseeable deterioration in health certified by a competent medical authority.

### **Serious illness**

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for medication and the cessation of all professional or other activities.

### **Maximum per event**

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

### **Family members**

Your legal or de facto spouse or any person linked to you by a civil union, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you, unless otherwise stipulated in the contract.

### **Medium-haul :**

Medium-haul" refers to journeys to Europe and the Maghreb countries.

### **We organise**

We will take all the necessary steps to give you access to the service.

### **We take care of**

We finance the service.



**Nullity**

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

**Precious objects**

Worn pearls, jewellery, watches, furs, sound and/or image reproduction equipment and accessories, hunting rifles, fishing equipment, laptop computers.

**Pandemic**

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

**Quarantine**

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

**Claims**

An event of a random nature likely to trigger cover under this policy.

**Territoriality**

All over the world.

**WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?**

The cover and/or benefits subscribed to under this contract apply worldwide.

**WHAT IS THE DURATION OF THE CONTRACT?**

**The period of validity corresponds to the duration of the services sold by the tour operator.**

**Under no circumstances may the duration of the cover exceed 3 months from the date of departure.**

**CANCELLATION" cover takes effect on the date of subscription to this contract and expires on the day of departure on the outward journey.**

**Other cover takes effect on the scheduled departure date and expires on the scheduled return date.**

**OPERATING RULES FOR ASSISTANCE SERVICES**

Assistance services can only be provided if the Insured makes a telephone call at the time of the event.

As soon as the call is received, MUTUAIDE ASSISTANCE, after checking the claimant's rights, organises and pays for the services provided for in this agreement.

In order to benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the status he/she is invoking and to produce, at his/her expense, the documents proving this right.

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

**MUTUAIDE ASSISTANCE cannot under any circumstances take the place of the local emergency services and intervenes within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the cost of transport by ambulance or taxi to the nearest place where appropriate care can be given, in the case of a minor illness or minor injury requiring neither repatriation nor medical transport.**

MUTUAIDE ASSISTANCE's interventions are carried out in full compliance with national and international laws and regulations. They are therefore subject to obtaining the necessary authorisations from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured, the latter must return the return ticket initially planned and not used.

MUTUAIDE ASSISTANCE decides on the type of air ticket made available to the Insured according to the possibilities offered by the air carriers and the length of the journey.

## REPAYMENT CONDITIONS

Reimbursements to the Insured will only be made by us on presentation of original receipted invoices for expenses incurred with our agreement.

Requests for reimbursement should be sent to :

**MUTUAIDE ASSISTANCE**  
**Claims Management Department**  
**126, rue de la Piazza**  
**93196 NOISY LE GRAND CEDEX**

## HANDLING COMPLAINTS

If you have any disagreement or dissatisfaction with the implementation of your policy, please let **GRITCHEN AFFINITY** know by writing to [sinistre@declare.fr](mailto:sinistre@declare.fr) for insurance cover.

If you are not satisfied with the response you receive, you can write to :

**MUTUAIDE**  
**Insurance department**  
**TSA 20296**  
**94368 Bry sur Marne Cedex**

MUTUAIDE will acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at the most. If the disagreement persists, you can refer the matter to the Médiation de l'Assurance by post to:

**Insurance Mediation**  
**TSA 50110**  
**75441 Paris Cedex 09**

The Insurer acknowledges receipt of the claim within a period which must not exceed 10 working days from the date of receipt, unless the response itself is provided to the customer within this period. It will send the response to the insured within a period not exceeding two months from the date of receipt.

Finally, if your disagreement persists after the response given, you may refer the matter to the Insurance Mediation Service, provided that no legal action has been taken:

**Insurance Mediation**  
**TSA 50110**  
**75441 Paris Cedex 09**

Insurance Mediation is not competent to deal with contracts taken out to cover professional risks.

## DATA COLLECTION

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that :

- the answers to the questions asked are obligatory, and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or a reduction in compensation (article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the time periods stipulated by the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

They may also be forwarded, where appropriate, to professional bodies as well as to any persons involved in the contract, such as lawyers, experts, court and ministerial officers, curators, guardians and investigators.

Information concerning the Policyholder may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and any public bodies authorised to receive them, as well as to the departments responsible for control, such as statutory auditors, auditors and departments responsible for internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

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

- Their personal data may also be used to combat insurance fraud, which may lead to their inclusion on a list of people at risk of fraud.

This registration may result in a longer review of the case, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning persons party to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for authorised personnel of organisations directly involved in fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, the 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 closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For people on a list of suspected fraudsters, their data is deleted after 5 years from the date of inclusion on the list.

- In its capacity as Insurer, it is authorised to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.

- Personal data may also be used by the Insurer as part of the processing 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 him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

- By providing proof of identity, the Insured has the right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be restricted if it is no longer necessary, or to recover in a structured format the data they have provided if it is necessary for the contract or if they have consented to the use of this data.

Individuals have the right to define directives concerning the fate of their personal data after their death. These directives, whether general or specific, concern the retention, deletion and communication of their data after their death.

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

- by e-mail: to [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)
- or
- by post: by writing to the following address: Data Protection Representative - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - 93196 Noisy le Grand.

If you have made a request to the Data Protection Officer and have not received a satisfactory response, you may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

## **SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the facts 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 to the rights and actions of the Insured against this company or institution.

## **PRESCRIPTION**

In application of article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death cover, with actions by beneficiaries being time-barred no later than thirty years from the date of the event.

However, this period does not run :

- in the event of a concealment, omission, false or inaccurate statement about the risk, from the day the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by the latter.

This limitation period 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 he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before a court that does not have jurisdiction or if the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed (article 2243 of the Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

Please note that :

The summons of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period, as regards the other co-debtors, only in respect of the share for which that heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, a summons must be issued to all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The summons or acknowledgement of the principal debtor interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by :

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

## **SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Insured'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 reduce our opinion of it:**

- **Any concealment or intentional misrepresentation on your part will render the contract null and void. Any 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 French Insurance Code.**
- **Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.**

**SUPERVISORY AUTHORITY**

The 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.