CONTRACT No. 6746

COMPREHENSIVE

HOW TO CONTACT 24/7 OUR ASSISTANCE SERVICE DURING YOUR TRIP

MUTUAIDE ASSISTANCE

126 rue de la Piazza – CS20010 – 93196 NOISY LE GRAND Cédex - FRANCE

By phone from France: 01.55.98.71.76

By phone from abroad: 33.1. 55.98.71.76

preceded with the local dialling code to reach the international network

By fax: 01.45.16.63.92

By email: voyage@mutuaide.fr

To enable to take optimum action, please make sure the following information is available; you will be asked for it during your call:

- **The contract number : 6746**
- **Your surname and first name**
- **Your home adress**
- **The country, city or location where you are when you make the call**
- **Give the precise address (no., street, hotel, if applicable, etc.)**
- **The telephone number where we can reach you**
- **The nature of your problem**

To declare your insurance claims: Cancellation, Missed Departure and Return, Luggage, Transport Delay, Curtailed Trip, Replacement Journey, Personal Accident

Visit our TOURISM ASSISTANCE PRESENCE site:

www.gestion.presenceassistance.com

- Complete the field "number of your travel file" with the file number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your file number and all the documents which must be supplied.

Through this site you will be able to send us your documentation and monitor the state of progress of your application in real time.

You need information about your contract
please reach PRESENCE ASSISTANCE by email at contactus@presenceassistance.com
We will answer from Monday to Friday From 9:30 AM to 5 PM

TABLE OF COVER SUMS		
1/ CANCELLATION **Reimbursement of cancellation costs invoiced by your travel organiser**	**Maximum cover**	**Excess**
A/ CANCELLATION OF JOURNEY FROM 0 TO €10,000 PER PERSON	**€10,000 per person/ €90,000 per event**	
• Cancellation due to serious illness, **(excluding illness related to epidemics and pandemics**), serious bodily accident or death of the insured, their spouse, a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or ascendant or descendant as far as the 2nd degree		**€50 per person**
• Cancellation due to serious illness **in relation with epidemics or pandemics** • Cancellation due to denied boarding following at the airport, rail station, port of shipment, bus station of departure, because of a temperature reading • Cancellation due to lack of vaccination against COVID-19		**10% of the value of the incident with a minimum of €50 per person**
• Cancellation for Any Other Justified Reason, and/or any other person than those stipulated above		**20% of the value of the incident with a minimum of €100 per person**
B/ JOURNEYS ABOVE €10,000, UP TO €50,000 PER PERSON	**€50,000 per person/ €135,000 per event**	
• For all covered reasons for cancellation and for all insured persons		**20% of the value of the incident with a minimum of €500 per person**
2/ MISSED DEPARTURE/MISSED RETURN	**Maximum cover**	**Excess**
A/ MISSED DEPARTURE ✓ Payment of a transport ticket enabling the insured to reach their final destination on the outward journey. **B/ MISSED RETURN** ✓ Payment of a transport ticket enabling the insured to reach their final destination on the return journey.	€1,500 per person/ €13,500 per event	**No excess**
3/ TRANSPORT DELAY	**Maximum cover**	**Excess**
✓ Following a recorded delay with the arrival of the train, aircraft or boat of over 4 hours	€150 flat-rate per person/€1,350 per event	**4 Hours**
4/ LUGGAGE	**Maximum cover**	**Excess**
✓ Maximum compensation on presentation of purchase documentation in the event of loss, theft or damage of the insured luggage	€2,000 per person/€7,500 per event	**€50 per luggage item concerned**
✓ OR Flat-rate compensation if the purchase documents are not shown	€150 flat-rate per person	**No excess**
✓ Maximum compensation in the event of an established theft of valuable objects	€500 per person	**€50 per person**
✓ Maximum compensation in the event of an established theft of personal objects	€1,000 per person	**€50 per person**
✓ Costs of renewal of official documents in the event of theft	€200 per person	**No excess**
✓ Luggage delivery delay of over 24 Hours	€150 per person	**No excess**

5/ CURTAILED TRIP	Maximum cover	Excess
✓ Reimbursement of unused land services (in proportion to the elapsed time)	€5,000 per person/ €45,000 per event	**No excess**
6/ COMPENSATION JOURNEY IN THE EVENT OF MEDICAL REPATRIATION	**Maximum cover**	**Excess**
✓ Payment to the insured and companions concerned of a sum equivalent to the price of the first journey	€2,500 per person/ €22,500 per event	**No excess**
7/ PERSONAL ACCIDENT	**Maximum cover**	**Excess**
✓ Accidental death	€15,000 per person/€50,000 per event	**No excess**
✓ Total permanent invalidity following an accident	€15,000 per person/€50,000 per event, reducible in the event of a partial permanent disability according to the Social Security Occupational Accidents table	**Partial permanent invalidity less than or equal to 10%**
8/ MEDICAL ASSISTANCE	**Maximum cover**	**Excess**
✓ **Teleconsultation**	1 call	**No excess**
✓ **Repatriation or health transport (including in case of epidemics and pandemics illness)**	Actual costs	**No excess**
✓ **Repatriation of accompanying persons**	Return ticket*	**No excess**
✓ **Repatriation of children of under 18.**	Return ticket*	**No excess**
✓ **Visit of a close friend or family member**	Return ticket* + Hotel costs €150 per night/Max. 10 nights	**No excess**
✓ **Prolongation of trip and hotel costs**	Hotel costs €150 per night/Max. 10 nights	**No excess**
✓ **Continuation of the trip**	Return ticket*	**No excess**
✓ **Impossible return**	€1,000 max. per person and €50,000 per group of persons	**No excess**
✓ **Hotel costs due to Impossible return**	Hotel costs €100 per night/Max. 15 nights	**No excess**
✓ **Hotel costs due to quarantine**	Hotel costs €100 per night/Max. 15 nights	**No excess**
✓ **Medical costs outside the country of residence**	€150,000	**€250 per person**
✓ **Dental costs**	€250	**No excess**
✓ **Despatch of medicines abroad**	Shipping costs	**No excess**
✓ **Despatch of prosthesis abroad**	Shipping costs	**No excess**
✓ **Repatriation of the body**	Actual costs	**No excess**
✓ **Funeral costs required to transport the body**	€2,500	**No excess**
✓ **Death-related formalities**	Return ticket* + Hotel costs €150 per night/max. 4 nights	**No excess**
✓ **Early return**	Return ticket*	**No excess**

TABLE OF COVER SUMS (cont.)		
8/ MEDICAL ASSISTANCE (cont.)	**Maximum cover**	**Excess**
✓ **Replacement driver**	Ticket* or provision of a driver	**No excess**
✓ **Legal assistance abroad: criminal deposit advance**	€10,000	**No excess**
✓ **Legal assistance abroad: Legal fees**	€5,000	**No excess**
✓ **Search or emergency costs**	€4,500	**No excess**
✓ **On-slope rescue costs**	€4,500 per person/max. €9,000 per event	**No excess**
✓ **Transmission of urgent message**	Actual costs	**No excess**
✓ **Despatch of money abroad**	€1,500	**No excess**
✓ **Official documentation**	Shipping costs	**No excess**
✓ **Psychological support**	2 sessions per event	**No excess**
✓ **Local phone package**	Max. €80	**No excess**
✓ **Psychological support following a quarantine period abroad**	6 sessions per event	**No excess**
✓ **Relief package of essential items**	€100 Max. per person and €350 Max. per family	**No excess**
✓ **Domestic help**	15 hours divided into 4 weeks	**No excess**
✓ **Household shopping delivery**	15 days Max. and 1 delivery per week	**No excess**
✓ **Psychological support following a medical repatriation**	6 sessions per event	**No excess**

*Transport ticket by 1st class train or by air in economy class

ARTICLE 1 – DEFINITIONS AND SUBSCRIPTION PERIOD

DEFINITIONS

We, the Insurer

MUTUAIDE ASSISTANCE, 126 rue de la Piazza – CS20010 – 93196 Noisy le Grand cédex FRANCE. Joint-stock company with capital of €12,558,240; Company governed by the Insurance Code - RCS 383 974 086 Bobigny; VAT FR 31 383 974 086.

Bodily accident

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority.

Serious bodily accident

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

Attack

All acts of violence, constituting a criminal or illegal attack made against persons and/or property in the country in which you are staying, intended to cause serious public disorder through intimidation and terror, and subject to media coverage.
This "attack" must be identified by the French Foreign Ministry or the French Home Office.
If several attacks take place on the same day in the same country and if the authorities consider these to constitute a single coordinated action, this event shall be considered to be a single event.

Insured
Natural person or group duly insured under the present contract and referred to, hereinafter, by the term "you". These persons can be domiciled anywhere in the world.

Luggage
Travel bags, suitcases, trunks and their contents, excluding clothing which you are wearing.

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

COM
The term "COM" refers to the French Overseas Communities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

Definition of personal assistance
Personal assistance includes all services implemented in the event of sickness, injury or death of the covered persons, during a covered journey.

Covered journey
A trip for which you have been insured, and have paid the corresponding premium, with a maximum trip of 90 days.

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

DOM-ROM, COM and communities with unique statuses
Guadeloupe; Martinique, French Guyana, Réunion, French Polynesia Saint Pierre et Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthélemy, New Caledonia.

DROM
The term "DROM" refers to the Overseas *Départements* and Regions, i.e. Guadeloupe, Martinique, French Guyana, La Réunion and Mayotte.

Duration of cover
• “Cancellation” cover takes effect on the date you sign your insurance contract, and expires on the date of your departure on your journey.
• The term of validity of the other forms of cover, matches the trip dates shown on the invoice issued by the travel organiser, with a maximum period of 90 consecutive days.

Essential items
Clothing and toiletry enabling you to live temporarily without your personal effects being available.

Epidemic
Incidence of illnesses abnormally high during a particular period and in a particular area

Events providing cover in the form of assistance
Sickness, injury or death during a covered journey.

Events providing insurance cover
- ✓ Cancellation
- ✓ Missed departure/Missed return
- ✓ Theft, destruction, lost luggage, delay in delivering luggage,
- ✓ Curtailed trip

- ✓ Replacement journey
- ✓ Transport delay
- ✓ Personal Accident

France
Mainland France and Corsica.

Excess
Share of casualty which must be paid by the Insured stipulated by the contract if compensation is paid after a casualty. The excess can be expressed as a sum of money, a percentage, or in days, hours or kilometres.

Long-haul:
The term "long-haul" refers to travel to countries which are not listed in the definitions "France" and "Medium-Haul".

Sickness
Sudden and unforeseeable deterioration of health recorded by a competent medical authority.

Serious illness
Sudden and unforeseeable deterioration of health recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

Maximum per event
If the cover is for several insureds who are victims of the same event, and insured with the same special terms, the insurer's cover is in any event limited to the maximum sum stipulated for this cover, regardless of the number of victims. The compensation is consequently reduced and paid in proportion to the number of victims.

Family members
Your legal or de facto spouse or any person bound to you by a civil solidarity pact, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including children of the spouse or cohabitee 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 contractually stipulated.

Medium-haul:
The term "Medium-haul" refers to travel to Albania, Algeria, Germany, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Spain, Estonia, Finland, Faroe Islands, Georgia, Gibraltar, Greece, Hungary, Ireland, Iceland, Israel, Italy, Jordan, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madeira, Malta, Morocco, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Russian Federation, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Tunisia, Turkey, Ukraine, Vatican

We organise
We do what is required to give you access to the service.

We cover
We finance the service.

Invalidity
All fraud, forgeries or false declarations or false testimonies which may activate the cover stipulated in the agreement invalidate our undertakings and the rights provided in the said agreement.

Pandemics
Epidemics developed in a vast area, beyond the borders and qualified as pandemics by World Health Organisation (WHO) and/or by the local sanitary authorities where the claim took place.

Quarantine
Isolation in which people are placed in the case of suspected or confirmed illness, decided by a local sanitary authority, to prevent the spread of the disease in an epidemic or pandemic context.

Personal objects
Cameras, video recorders, mobile phone, PDAs, portable games consoles, multimedia players, laptops. Only personal objects purchased less than 3 years previously will be covered.

Precious objects
Pearls, jewellery, watches, worn furs, hunting rifles, fishing equipment

Casualty
Event of a random nature which triggers the cover of the present contract.

Territorial coverage
Whole world.

SUBSCRIPTION PERIOD

To be valid the present contract must without fail be signed simultaneously with the purchase of the journey. As an exception, the present contract may be purchased within 7 days of the purchase of the journey, but in this case the 10-day claims waiting period shall be applied from the purchase date.
However, if the journey cancellation is due to a modification or abolition of paid leave by the employer, or to the theft of identity documents, the casualty will be covered only if the purchase is SIMULTANEOUS with purchase of the journey.

ARTICLE 2 – DESCRIPTION OF THE INSURANCE COVER

1/ CANCELLATION

CANCELLATION FOR MEDICAL REASONS

You are covered for the reasons and circumstances listed hereinafter, excluding all others, subject to the limit of cover and the excess stated in the Table of Cover.

• Serious illness (including epidemic or pandemic illness declared during the month before departure), Serious bodily accident or death, including the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:

- yourself, or your legal or de facto spouse,
- your ascendants or descendants to the 2nd degree,
- your brothers, sisters, including the children of the spouse or cohabitee partner of one of your direct ascendants, your parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law.

• Pregnancy complications of the insured up to the 28th week.

- ✓ which lead to absolute cessation of all professional or other activity, provided that at the time of departure you are not more than 6 months pregnant or,

• State of pregnancy of the insured

- ✓ if the intrinsic nature of the journey is incompatible with a state of pregnancy, provided that you are not aware of your condition when you signed the Contract.

• Denied boarding at the airport, rail station, port of shipment, bus station before departure, because of a temperature reading. A document issued by the airline or the sanitary authorities who denied the boarding will be required to get the refund.

• **Lack of vaccination against COVID-19**

- ✓ When at the time of taking out this contract, the country of destination did not require vaccination against COVID-19, for entry into its territory but at the time of your departure it does:
  - And you are no longer within the time limit to carry out this vaccination allowing you to travel
  - Or that you cannot carry out this vaccination because of a medical contraindication to vaccination
- ✓ Contraindication to immunization, consequences of vaccination, or medical impossibility to take preventative treatment mandatory to enter the destination country.

It is your responsibility to establish the reality of the situation giving entitlement to our services; we therefore reserve the right to refuse your request, on the opinion of our doctors, if the information supplied does not prove the materiality of the facts.

CANCELLATION FOR ANY OTHER JUSTIFIED REASON

You are also covered, up to the limit stated in the Table of Cover, against **all other random events, of any kind whatsoever, constituting an immediate, real and serious obstacle**, preventing your departure and/or exercise of the activities planned during your trip. The term "random event" is understood to mean all sudden, unforeseeable circumstances independent of the insured will justifying cancellation of the journey. There must be a direct causal link between the random event and the impossibility of leaving.

However, cover is operative, for the following causes, only under the conditions described precisely below:

• Serious illness, Serious bodily accident or death, including the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:

- your ascendants or descendants beyond the 2nd degree, your tutor or any other person living habitually under your roof,
- your uncles, aunts, nephews and nieces.
- your designated professional replacement chosen at the moment of purchase,
- the person designated when signing the present contract as having responsibility, during your trip, for keeping or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is more than 48 hours' hospitalisation, or death,

• **Serious material damage** requiring absolutely your presence on the date of the planned departure in order for you 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 from private or professional premises,** absolutely requiring your presence on the date of departure, provided it has occurred within the 48 hours preceding the departure for the journey.

• **Your medical appointment notice for an organ transplant**, on a date before or during the planned journey, provided the appointment notice was not known when the Contract was signed.

• **A vaccination contraindication**, or contraindication relating to the effects of vaccination, or medical impossibility of following a necessary preventive treatment for the destination chosen for your journey.

• **Serious damage to your vehicle** occurring within 48 hours preceding departure, if it can no longer be used to convey you to the location of your trip.

• **An accident or breakdown of your means of transport** occurring during transport to the departure point, leading to a delay of more than two hours, makes you miss the flight reserved for your departure, provided you have taken measures to arrive at the airport at least 2 hours before the final boarding time.

• **Redundancy on economic grounds** or redundancy of your spouse or de facto spouse, provided that the procedure was not started on the date when you signed the present Contract and/or that you were not aware of the date of the event when you signed the contract.

• **Obtaining a paid employment or remunerated traineeship**, taking effect before or during the dates scheduled for your journey, when you were registered with the Job Centre, provided this is not a case of prolongation, renewal or amendment of a type of contract, nor a mission provided by a temporary employment company.

• **Convocation of an imperative, unforeseeable nature which cannot be postponed**, issued by an authority, on a date occurring during the planned journey, provided the convocation was not known when you signed the Contract.

• **Convocation**, on a date occurring during your journey**, to a university re-sit examination**, provided that the failure of the examination was not known when you signed the present Contract.

• **Refusal of a tourist visa** by the authorities of the country chosen for your journey, provided that you did not file any application refused by these authorities during a previous journey, that your actions meant that they could reach a decision prior to your journey, and provided that you have met the constraints demanded by the administrative authorities of this country.

• **Your professional transfer**, not for disciplinary reasons, imposed by your employer, obliging you to move home during the term of your insured journey, or within 8 days preceding your departure, provided that the transfer was not known when you signed the Contract. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts.

• **Cancellation or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts. The employer must have given prior, written agreement to this leave, which is a vested right, before you signed the Contract.

• **Your convocation to adopt a child** within 15 days preceding your departure or during the period of your insured trip, provided that the convocation was not known when you signed the Contract,

• **Cancellation due to separation of a couple**, whether married, bound under a civil solidarity pact or reputed spouses. This cover is operative only on presentation of legal and administrative documents proving the real nature of the separation or of cohabitation in the case of unmarried cohabitation (divorce procedure, termination of the PACS [civil solidarity pact] contract, all documents proving the couple's cohabitation, electricity and gas utility bills, telecoms bills, joint bank accounts, joint declaration, etc.).

• **Theft, within 48 hours preceding your departure, of your identity documents** (passport, identity card) **essential to cross the borders which must be crossed** during your journey, provided that a declaration of theft has been made, as soon as the theft came to your attention, to the closest police authorities.

In all cases of cancellation:

• **In the event of cancellation for a guaranteed reason** by one or more persons booked at the same time as you (Maximum 9 persons for the entire application) and insured under this policy, if you wish to travel alone, account is taken of the additional costs, although our reimbursement cannot exceed the amount due in the event of cancellation on the date of the event.

• **The cost of a change of name** invoiced by the service-provider if, for a guaranteed event, you prefer to be replaced by another person rather than cancelling your trip. Our refund will not exceed the amount due if you cancel on the date of the name change.

• **The compensation** will be paid to you minus a specific excess as indicated in the table of cover sums and excesses. This excess also applies to persons registered at the same time as you insured under the present Contract.

VALUE OF COVER

The compensation paid in application of the present Contract can under no circumstances exceed the price of the journey declared when signing the present Contract and within the limits stipulated in the Table of Cover, per insured person, and per event.
We shall reimburse to you the value of the cancellation costs invoiced according to the cancellation table listed in the travel agency's general terms.
Administrative costs invoiced by the travel organiser or travel agency after cancellation or modification of the journey, costs of tips and visas, all taxes reimbursable to the travel agency or to the insured by the carrier or all collection agencies, and the premium paid in consideration for signing the present contract, are not reimbursable.

WITHIN WHAT PERIOD MUST YOU DECLARE THE CASUALTY?

Two stages

1/ At the first appearance of the illness, or as soon as you are aware of the event triggering the cover, you must **IMMEDIATELY inform your travel agency**.

If you cancel the journey subsequently with your travel agency our reimbursement will be limited to the value of the costs which you would have had to pay on the date of the casualty, in accordance with the table of cancellation costs given in the Special Terms of the sales contract of the tour operator, travel agency or airline. This clause implies that any difference between the cancellation costs calculated on the date of the casualty used by our services and those calculated by the organiser of the journey, shown on your cancellation costs invoice, will be payable by you.

2/ Secondly, you must declare the casualty to PRESENCE ASSISTANCE, within five working days of the event causing the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CASUALTY?

Your written casualty declaration must be accompanied:

- ✓ in the event of an illness or accident, by a medical certificate and/or an administrative hospitalisation certificate stating the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- ✓ in event of death, by a certificate and by the personal details form,
- ✓ in other cases, by all documents proving the reason for your cancellation.

You must also send all information or documents which are asked from you to prove the reason for your cancellation, and in particular:

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations, together with all documents proving that they have been delivered or performed, and in particular the medical expenses reclaim forms including, in the case of prescribed medicines, copies of the corresponding stickers.
- ✓ the statements of the Social Security or of any other similar organisation, relative to the reimbursement of the treatment costs and to the payment of the daily sickness benefit,
- ✓ the invoice of cancellation costs for the value used by the organiser of the journey or agency,
- ✓ the number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must state its causes and circumstances, and give us the names and addresses of the responsible parties and also, if applicable, of any witnesses,
- ✓ in the event of denied boarding: a document issued by the airline or sanitary authorities who denied the boarding is required to get the refund
- ✓ the currently valid identity documents (recto/verso) of all insureds affected by the casualty
- ✓ and all other documents required to manage your claim.

In addition, it is expressly agreed that you accept in advance the principle of a check-up by our consulting doctor. Consequently, if you oppose this without legitimate reason you will lose your entitlement to the guarantee.

WHAT WE EXCLUDE

The Cancellation cover does not cover circumstances where it is not possible to leave for reasons relating to border closure, material organisation, or to the accommodation conditions or safety conditions of the destination.
In addition to the exclusions common to all forms of cover, the following are also excluded:

- ♦ **An event, a sickness or accident which has been observed for the first time, where a relapse has occurred, which has aggravated or which has led to hospitalisation between the date on which the trip was purchased and the date on which the insurance contract was signed,**
- ♦ **All circumstances which are detrimental merely in terms of amenity,**

- **Pregnancy, including complications, after the 28th week and in all cases abortion, delivery, in-vitro fertilisation and consequences of these,**
- **Omission of vaccination,**
- **Failures of all kinds, including financial failure, of the carrier, making performance of its contractual obligations impossible,**
- **Insufficient or excess snow,**
- **All medical events the diagnosis, symptoms or causes of which are of a mental, psychological or psychiatric nature, which have not led to hospitalisation for more than 3 consecutive days after the present Contract is signed,**
- **Pollution, the local health situation, natural catastrophes in France and DROM covered by the procedure referred to by law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events, except in cases stipulated in the section "extension pack",**
- **The consequences of criminal proceedings in which you are concerned,**
- **All events occurring between the date of registration for the journey and the date on which the insurance contract is signed.**
- **Absence of unforeseeable circumstances,**
- **Of an intentional deed and/or one sanctioned by law, consequences of alcoholic states and consumption of drugs, of all narcotic substances mentioned in the Public Health Code, of medicines and treatments not prescribed by a doctor,**
- **Merely due to the fact that the French Minister of Foreign Affairs recommends not travelling to the geographical destination of the journey;**
- **Of an act of negligence by yourself;**
- **Of any event for which the travel agency could be held liable in application of the Tourism Code in force;**
- **Failure, for any reason whatsoever, to show documents essential for the trip, such as passport, identity card, visa, transport tickets, vaccination record except in the event of theft of the passport or identity card within 48 hours preceding departure.**

2/ MISSED DEPARTURE; MISSED RETURN

MISSED DEPARTURE

If you miss your aircraft on your outward journey, following an event which is unforeseeable and independent of your will, and which can be proven, we shall reimburse the cost of purchasing a new ticket for the same destination, provided you leave within the following 24 hours or buy the first available flight, up to the maximum value stated in the Table of Cover

This cover is operative provided you have allowed a margin of 2 hours minimum before the final check-in time.

The value of our refund may never be higher than that which cancellation of the journey would cause.

MISSED RETURN

If, following an event which is unforeseeable and independent of your will, and which can be proven, you miss a connection on your return journey (different airline or carrier for both sections), we shall reimburse to you the cost of purchasing a new ticket to enable you to reach the final destination shown in your sales contract.

For a given Journey you can enjoy the missed departure and missed return cover. **However, our reimbursement will be limited for both these guarantees to the maximum value given in the Table of Cover.**
We shall pay for the transport tickets on the basis of the same class of reservation as the one shown in your journey registration form, and for the most direct journeys.

WHAT WE EXCLUDE

In addition to the exclusions common to all the guarantees, we cannot make payments under the following circumstances:

- **Reimbursement of services other than a transport ticket**

- **In the case of the missed departure guarantee, everything for which the carrier is liable (including strike by personnel)**
- **In the case of the missed return guarantee: the return journey without connection or the return on a journey with connection, provided by the same transport company or two companies having signed an airline alliance agreement.**

3/ TRANSPORT DELAY

If, on arrival at the destination, you experience a transport delay (aircraft, train or boat) of over 4 hours compared to the time stipulated in your sales contract, we shall reimburse you a flat-rate sum up to the maximum value stated in the Table of Cover. The compensation payments can be used in conjunction if you experience a delay of at least 4 hours on the outward journey and at least 4 hours on the return journey.

TERMS FOR GRANTING THE COVER

The cover is operative provided the covered journey has been made.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CASUALTY?

The Insured must:

- Inform PRESENCE ASSISTANCE TOURISME on their return, and at the latest within 15 days of their return. If the claim is not made within this period, and if, as a consequence, **the Insurer** incurs a loss, the Insured shall lose all rights to compensation.
- Give PRESENCE ASSISTANCE TOURISME a confirmation of delay, produced and stamped by the transport company or its representative. This confirmation must include the scheduled time of arrival at the destination, the arrival time actually noted, and must in all cases mention the name of the Insured if the latter cannot provide the stub of their boarding card, or proof of their presence on board.

IMPORTANT:
If you do not meet the obligations listed above it will be impossible to establish the reality of the delayed transport, and you will not therefore be able to be compensated. In addition, anyone who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit all rights to compensation.

WHAT WE EXCLUDE

In addition to the exclusions common to all the guarantees, we cannot make payments under the following circumstances:

- **a state of civil war or foreign war in the country of departure, transfer or arrival of the covered journey,**
- **your refusal to use the covered transport,**
- **A decision by the airport authorities, civil aviation authorities or other authorities having made an announcement of the modifications of the departure times more than 24 hours before the date of the outward or return journey shown on the Insured's transport ticket;**
- **Difference between the scheduled arrival time at destination, and the arrival time actually recorded, shown on the confirmation provided by the carrier of less than 4 hours;**
- **All Events occurring between the date of on which the Insured reserved their Journey and the date on which the Contract is signed;**
- **Cancellation of the journey by the transport company at any time whatsoever;**
- **Failure by the Insured to take the transport for which their reservation was confirmed, for any reason whatsoever;**
- **Non-admission on board due to a failure to meet the deadline for checking in luggage and/or presenting for boarding.**

It is our responsibility to prove that the transport delay is a consequence of one of the facts listed above, except in the case of foreign war, in which case, in application of the provisions of the French Insurance Code, it is your responsibility to prove that the transport delay is caused by a cause other than foreign war.

4/ LUGGAGE

We cover you, up to the value stated in the Table of Cover, for your luggage, objects and personal effects, carried with you or purchase during your journey, away from your place of principal or secondary residence in the case of:

- theft,
- total or partial destruction,
- loss in transit by a transport company.

COSTS OF RENEWAL OF OFFICIAL DOCUMENTS

We reimburse you for your costs of renewing passports, an identity card or driving licence, stolen in the course of your journey, up to the value stated in the Table of Cover, provided you have made a complaint immediately to the closest police authorities, and have made a declaration against receipt to the French Embassy or to the closest Consulate.

LATE DELIVERY OF YOUR LUGGAGE

If your personal luggage is not given to you in the destination airport (on the outward journey), and if it is returned to you with more than 24 hours' delay, on presentation of documentation we reimburse you the cost of essential items, up to the maximum value stated in cover limits table.
However, you cannot combine this compensation with the other compensation of the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR COVER?

For the theft of objects of value and personal objects the reimbursement value can never exceed the value stated in the Table of Cover.

In addition, the objects listed above are covered only against theft which is established and duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

- The theft of jewellery is covered SOLELY when it is placed in a safe, or when it is worn by you.
- Theft of all devices to reproduce sound and/or images, and their accessories, is covered ONLY when they are placed in a safe or when they are worn by you.

If you use a private car the risks of theft are covered, provided your luggage and personal effects are contained in the boot of the locked vehicle, and cannot be seen. Only theft by means of break-in is covered.
If the vehicle is parked on the public highway cover is effective only between 7 AM and 10 PM.

WHAT WE EXCLUDE

In addition to the exclusions set out under the heading "WHAT GENERAL EXCLUSIONS ARE APPLICABLE TO ALL OUR GUARANTEES", we cannot make payments in the following circumstances:

- **Theft of luggage, personal effects and objects left without supervision in a public place, or stored in a room to which several persons have access,**
- **Theft of all devices to reproduce sounds and/or images and their accessories when they have not been placed in a locked safe, when they are not worn, which in fact implies that these devices are not covered when they are given to a transport company of any kind whatsoever (air, sea, rail, road, etc.),**
- **Omission, loss (except by a transport company), exchange,**
- **Theft without break-in duly reported and recorded by an authority (police, gendarmerie, transport company, purser, etc.),**
- **Accidental damage due to flowing of liquids, fatty, colouring or corrosive matter contained in your luggage,**

- **Confiscation of property by the Authorities (customs, police),**
- **Damage caused by mites and/or rodents, or by burns caused by cigarettes or by a non-incandescent heat source,**
- **Theft committed in any vehicle without a boot,**
- **Collections and samples of sales representatives,**
- **Theft, loss, omission or damage to cash, documents, books, transport tickets and credit cards,**
- **Theft of jewellery when it has not been placed in a locked safe, when it is not worn, which in fact implies that jewellery is not covered when it is given to a transport company of any kind whatsoever (air, sea, rail, road, etc.),**
- **Breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, marble,**
- **Indirect damage, such as depreciation and loss of use,**
- **The objects referred to below: all prostheses, equipment of all kinds, trailers, securities, paintings, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films and professional equipment, musical instruments, food products, lighters, pens, cigarettes, alcoholic drinks, art objects, beauty products and photographic films.**

WHAT SUM DO WE PAY OUT?

The value given in the Table of Cover is the maximum reimbursement sum for all casualties occurring during the period of cover.

HOW IS YOUR COMPENSATION CALCULATED?

You are compensated on the basis of documentary proof, and on the basis of the replacement value, by equivalent objects of the same kind, subject to a deduction for wear and tear.

During the first year from the purchase date the reimbursed value shall be equal to the purchase value of the luggage item or object of value. In the following year the reimbursement value shall be calculated at a rate of 75% of the purchase price. In the following years the value shall be reduced by an additional 10%.

The average rule stipulated in Article L.121-5 of the French Insurance Code is not applied under any circumstances.

Our reimbursement shall be made subject to any reimbursement which may be obtained from the transport company, and minus the excess.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CASUALTY?

The claim must reach PRESENCE ASSISTANCE TOURISME within 5 working days, subject to an accidental case or force majeure; if this period is not observed and we suffer a loss as a consequence, you will lose all entitlement to compensation.

The claim must be accompanied by the following items:

- ✓ the receipt of a complaint filing in the case of a theft or declaration of theft to a competent local authority (police, gendarmerie, transport company, purser, etc.) in the case of a theft during the stay or loss by a transport company;

- ✓ the report of loss or destruction produced by the carrier (sea, air, rail, road) when the luggage or objects have gone missing, been damaged or been stolen during the period in which they were under the carrier's legal guard.
- ✓ In the event of late delivery, the report of irregularity produced by the carrier company, and the luggage delivery note giving the date and time of delivery.

If these documents are not presented your rights to compensation will be invalidated.
The insured sums cannot be considered as proof of the value of the goods for which you are requesting compensation, nor as proof of the existence of these goods.

You must prove, by all means in your power, and by all documents in your possession, the existence and value of these goods at the time of the casualty, and also the scale of the loss.
If, knowingly, as proof, you use inaccurate documents or fraudulent means, or make inaccurate declarations or non-disclosure, you will lose all rights to compensation, without prejudice to any legal action which we would then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must inform PRESENCE ASSISTANCE TOURISME thereof immediately by registered letter, as soon as you are informed:

- if we have not yet paid the compensation payment you must recover possession of the said luggage, objects or personal effects; in this case we are then obliged only to pay for any damage or missing items.

- if we have already compensated you, you can opt, within a period of 15 days:
  - ✓ either to abandon the said luggage, objects or personal effects to us,
  - ✓ or to recover the said luggage, objects or personal effects, in consideration for returning the compensation payment which you have received minus, if applicable, the proportion of this compensation payment corresponding to the damage or missing items.

If within a period of 15 days you have not made a choice, we shall consider that you have opted for abandonment.

5/ CURTAILED TRIP

Following medical repatriation organised by MUTUAIDE ASSISTANCE or by any other assistance company, we shall reimburse to you, and the members of your family insured by the present contract, or a person without any family connection accompanying you, insured by the present contract, accommodation expenses for which payment has already been made and which are unused (not including return transport ticket).
Our reimbursement shall be calculated in proportion to time, from the night after the event leading to medical repatriation or hospitalisation in the location.

Similarly, if a member of your family not participating in the journey suffers a serious illness, a serious bodily accident, or a death, and as a consequence you must discontinue your trip, and we proceed to repatriate you, we shall reimburse to you, and to the members of your family insured by the present contract, or a person without any family connection accompanying you and insured by the present contract, accommodation expenses for which payment has already been made and which are unused (not including return transport ticket)
Our reimbursement shall be calculated in proportion to time, from the night after the early return date

We also make a payment in the event of a theft, serious fire damage, explosion, water damage, or damage caused by the forces of nature to your professional or private premises, necessarily implying that you must be present to take the necessary protective measures; we also reimburse to you and the members of your family insured by the present contract, or a person without any family connection accompanying you and insured by the present contract, accommodation expenses for which payment has already been made and which are unused (not including return transport ticket)
Our reimbursement shall be calculated in proportion to time, from the night after the early return date

This cover cannot be combined with the "Compensation Journey" cover.

WHAT WE EXCLUDE

In addition to the exclusions common to all the guarantees, we cannot make payments under the following circumstances:

- **request for reimbursement of the return transport ticket**
- **Repatriation or early return which has not been organised by an assistance company**

- **Request for reimbursement of services not included in the journey registration form and therefore not covered (even if these services are purchased from the local representative of the organiser in the place of destination)**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CASUALTY?

You must send PRESENCE ASSISTANCE TOURISME all documents required to open the file and prove by this means the justification and value of the claim.
You must in all cases send:

- The name of the assistance company which carried out the repatriations or the early return, together with the file number which was sent to you.
- The journey registration invoice or the agency's registration form
- The detailed invoice of the tour operator showing land-based services and transport services

6/ COMPENSATION JOURNEY

Following your medical repatriations organised by MUTUAIDE ASSISTANCE or by any other assistance company, you receive a new journey with a value equal to the flat-rate charge, or the initial transport ticket, up to the maximum limits stated in the Table of Cover.

This sum is paid in the form of a credit to the travel agency.

This cover cannot be combined with the compensation for curtailed trip costs.

This sum must be used within FIFTEEN MONTHS of the event which caused your repatriation, and is valid only in the agency where you purchased your original journey.

WHAT WE EXCLUDE

In addition to the exclusions common to all the guarantees, we cannot make payments under the following circumstances:

- **Repatriation or early return which has not been organised by an assistance company**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CASUALTY?

You must send PRESENCE ASSISTANCE TOURISME all documents required to open the file and prove by this means the justification and value of the claim.
You must in all cases send:

- The name of the assistance company which carried out the repatriations or the early return, together with the file number which was sent to you.
- The journey registration invoice or the journey registration form

7/ PERSONAL ACCIDENT

DEFINITIONS

Beneficiary(ies)
The person or persons who receive from the Insurer the sums due in respect of a claim.
In the event of the death of the Insured, unless another person has been appointed by the Insured, the stipulated sum is paid:
- if the INSURED is married: to their spouse who is not judicially separated with fault on their side, nor divorced; failing this their children, born or as yet unborn, living or represented; failing this their heirs,
- if the INSURED is the signatory of a civil solidarity pact, their partner; failing this their heirs,

- if the INSURED is widowed or divorced: their children; failing this their heirs,
- if the INSURED is single: their heirs.
In all other cases the other sums are paid to the Insured who is the victim of the accident.
All persons who have intentionally caused or provoked the casualty are excluded from cover

Bodily accident
Every non-intentional bodily injury on the part of the victim originating from the sudden action of an external cause.
As an extension to this definition, any pathological manifestations which are the direct consequence of this bodily injury are covered.
The following are considered equivalent to accidents:
- injuries caused by fire, jets of steam, acids and corrosive substances, lightning and electric current;
- asphyxia by immersion and asphyxia by unexpected absorption of gases or vapours;
- the consequences of poisoning and bodily injuries due to the unintentional absorption of toxic or corrosive substances;
- cases of sunstroke, congestion and freezing consecutive to shipwrecks, forced landings, rockfalls, avalanches, floods and all other events of an accidental nature;
- the direct consequences of animal bites or insect stings, excluding sicknesses (such as malaria and sleeping sickness), the first cause of which can be related to such bites or stings;
- any injuries which may occur whilst practising deep-sea diving, including those due to immersion hypothermia or to a decompression phenomenon;
- bodily injuries resulting from an assault, or attack of which the Insured is a victim, unless it is proven that they took an active part as an author or instigator of these events;
- the physiological consequences of surgical operations, provided they have been required due to an accident included in the cover.
The following are not considered equivalent to accidents:
- aneurysm ruptures, myocardial infarction, cerebral embolism, epileptic fits, subarachnoid haemorrhage.

Permanent Disability
Impairment presumed to be permanent of the Insured's physical capacities.
Its scale is quantified by a rate determined by reference to the Social Security Invalidity table.

SUBJECT OF THE INSURANCE POLICY

We guarantee payment of the compensation sums defined below, which are stipulated, and the value of which is set in the cover limits table, in the event of a bodily accident which may affect the Insured.

EXCLUSIONS

- **Accidents caused or provoked intentionally by the Insured, the consequences of their suicide or attempted suicide, together with accidents caused by the use of drugs or narcotics which have not been medically prescribed,**
- **Accidents occurring when the Insured is the driver of a vehicle, and when their blood alcohol level is higher than the rate legally accepted in the country where the accident took place,**
- **Accidents resulting from participation by the Insured in a brawl (except in the case of legitimate defence or assistance to a person in danger), a duel, an offence or a criminal act,**
- **Accidents occurring during use as a pilot or member of the crew of a craft capable of airborne motion, or whilst practising sports practised with or from these devices,**
- **Accidents caused by the practice of a sport on a professional basis and practice, even as an amateur, of all sports requiring the use of motorised mechanical devices, whether as a pilot or passenger. The term "practice of sport" is understood to mean training, trials and participation in sporting trials or competitions,**
- **Accidents caused by war, whether civil or foreign, whether or not declared,**
- **Accidents due to ionising radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or devices intended to explode by modification of the structure of the atomic core.**

NATURE OF THE COMPENSATION PAYMENTS

DEATH

If within a maximum period of 24 months of the accident of which the Insured has been the victim, this accident leads to the death, we guarantee, for the benefit of the person or, jointly, persons referred to in the Special Terms in a capacity of beneficiaries, payment of the capital sum stated in the cover limits table.
When, prior to the death, the same accident has led to payment of a compensation payment for permanent disability in application of the following conditions, the capital shall be reduced by the value of this compensation payment.
The officially recognised disappearance of the body of the Insured in a shipwreck, on disappearance or destruction of the means of transport in which they were travelling, will create a presumption of death on expiry of a period of one year from the date of the accident.
However, if it is found at any time whatsoever after a compensation payment has been made in respect of the Insured's disappearance that they are still alive, sums unduly paid on this basis must be reimbursed to us in full.

PERMANENT DISABILITY

When the accident leads to a permanent disability, we shall pay the Insured a compensation payment the maximum of which shall be equal to a rate of 100% of the Social Security invalidity table.
If the disability is only partial the Insured is entitled only to a fraction of the compensation payment proportional to the degree of invalidity.
Disabilities which are not listed are compensated in accordance with their seriousness compared with that of the listed cases.
The compensation payment is flat-rate and contractual in nature: it is determined according to the rules set above, without taking account of the Insured's age or profession.
The degree of disability shall be established when the definitive consequences of the accident can be determined with certainty, and at the latest, subject to terms to the contrary adopted by joint agreement between the Insured and ourselves, on expiry of the period of one year from the date of the accident.
Death and invalidity cover cannot be combined when they are the consequence of the same accident.

MULTIPLE DISABILITIES

When a single accident causes several separate disabilities, the main disability is firstly assessed on the above-mentioned terms, and the other disabilities are then assessed successively, in proportion to the remaining ability, after adding the previous ones, although the overall rate cannot exceed 100%.
Absolute functional incapacity of a limb or organ is considered equivalent to loss of this limb or organ.
Loss of limbs or organs which had no function before the accident does not lead to any compensation. If the accident affects a limb or an organ which is already non-functional the compensation shall be determined by the difference between the conditions before and after the accident. The evaluation of the injuries due to the accident can under no circumstances be increased by the state of disability of the limbs or organs which are not affected by the accident.
Nervous disorders and nervous injuries can be taken into consideration, provided they are the consequence of a covered accident, only if, on examination, they are manifested by clearly established clinical signs.

DECLARATION IN THE EVENT OF A CASUALTY

In the event of a casualty, it is important that we are rapidly and fully informed of the circumstances in which it occurred, and of its possible consequences.
PRESENCE ASSISTANCE TOURISME will send MUTUAIDE your declaration for it to process it.

MANNER AND REQUIRED INFORMATION

The Insured or their beneficiaries, yourself if applicable, or all representatives acting in their names, must make, in writing or verbally against a receipt, declarations of all casualties to PRESENCE ASSISTANCE TOURISME, within fifteen days at the latest of the date on which they became aware of it.
If the claim is not made within the above-mentioned period, subject to an accidental case or force majeure, we can **claim that the cover is not valid when we can establish that the late declaration has caused us a loss (article L.113-2 of the Insurance Code).**

With this declaration they must also give us all information concerning the seriousness, causes and circumstances of the casualty, and inform us, if possible, of the names and addresses of the witnesses and liable authors.
The claim must include, in particular:
- the date, circumstances and location of the accident;
- the surname, first name, date of birth, address and profession of the victim or victims;
- the initial medical certificate describing the nature of the lesions or injuries and their probable consequences;
- if applicable, the police or gendarmerie report, and the names and addresses of the author of the accident and of any witnesses.
The victim or their beneficiaries must strive to limit the consequences of the accident, and in particular to avail themselves of the medical care required by the victim's condition.
The representatives and doctors appointed by ourselves shall, subject to reasoned objections, have free access to the victim and their attending doctors to observe their condition. All intentional false declarations concerning the date or circumstances of an accident, which are duly established and are such that they cause us a loss, invalidates the rights to compensation which, if it has already been paid, must be reimbursed to us.

INSPECTION

The Insured must submit to examination by the doctors delegated by ourselves; our representatives shall have free access to them whenever we judge this relevant, **failing which all rights of the Insured or of all beneficiaries shall be invalidated if, without a valid reason, they refuse to enable our delegates to examine them, or prevent such examination being carried out if, after notice given forty-eight hours in advance by registered letter, we face, due to their actions, persistent refusal or are prevented from carrying out our examination.**
All forms of fraud, non-disclosure or false declarations by yourself or by the beneficiary of the compensation payment, intended to mislead us concerning the circumstances or consequences of a casualty, lead to the loss of all rights to compensation for the claim in question.

PAYMENT OF COMPENSATION

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences and the rate of the disability are recorded by agreement between the parties or, if no agreement is reached, by two doctors, with one being appointed by each party. If there is a difference of opinion these doctors shall enlist the services of a third doctor to decide the matter; if they do not agree to the choice of this latter doctor, or if one of the parties fails to choose its expert, this appointment shall be made on the application of the first party to take such a measure by the chairman of the high court of the domicile of the Insured, with no oath or other formalities being required.
Each party shall remain liable to pay the fees and costs relating to the work of the doctor appointed by it, and those necessitated by the possible intervention by a third doctor shall be shared on an equal basis between them.

AGGRAVATION INDEPENDENT OF THE UNFORESEEN EVENT

Whenever the consequences of an accident are aggravated by the victim's constitutional condition, by a lack of care due to their negligence or by an empirical treatment, by a pre-existing sickness or disability and in particular by a diabetic or blood condition, the compensation due shall be determined according to the consequences which the accident would have had in an able subject with normal health, following rational treatment.

PAYMENT

The guaranteed compensation payments are payable:
- In the event of death and permanent disability, within a period of one month of the submission of the supporting documentation of the accidental death of the Insured and of the capacity of the beneficiary, or of the agreement of the parties concerning the degree of invalidity.
- If the parties fail to reach an agreement, compensation shall be paid within fifteen days of the judgment which has become enforceable.

ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANTS COVER

8/ MEDICAL ASSISTANCE

You fall sick or are injured, or you die during a covered journey. We intervene on the following terms:

TELECONSULTATION BEFORE DEPARTURE

To get any information useful to a successful trip you can reach our helpdesk 24/7.
You can get information about:
Sanitary information: Health, Hygiene, Vaccination, Precautions to be taken, Regional medical center, Women advices, Time zone differences, Pet travel.
Our doctors are also available for any information you would like about traveling during epidemic or pandemic context.
Information is given by phone and we do not send written confirmation or documentation.
We provide information from 8am to 7pm an process in due time.
However, at any time, we take you call and collect your question and your phone number to call you back and answer in the regular time.

REPATRIATION OR HEALTH TRANSPORT

You are injured or fall sick (including in an epidemic or pandemic context) during a covered journey. We organise and pay for your repatriation to your home or to a hospital establishment close to your home.

Only requirements of a medical nature are taken into consideration in determining the repatriation date, the choice of means of transport or the hospitalisation location.

The repatriation decision is taken by our medical adviser, after the opinion of the occasional attending doctor and, if applicable, of the family doctor.

At your repatriation, and on the orders of our consulting doctor, we organise and pay for transport of a person to accompany you.

If you refuse the solution proposed by our medical team this leads to cancellation of personal care guarantee.

REPATRIATION OF ACCOMPANYING PERSONS

You are medically repatriated, or you die during a covered journey.

If they cannot return by the initially scheduled means, we organise and pay for transport home of the members of your family who are beneficiaries, or of an insured person who is accompanying you when the event occurs, by 1st class train or by air in economy class.

REPATRIATION OF CHILDREN OF UNDER 18

If you fall sick or are injured, and no-one is able to take care of your children under 18, we organise and pay for the return journey, by 1st class train or by air in economy class, of a person of your choice or of one of our hostesses, to return them to your domicile or to that of a member of your family.

VISIT OF A CLOSE FRIEND OR FAMILY MEMBER

You are hospitalised in the destination location on the decision of our medical team, before your medical repatriation, for a period of more than 7 days. We organise and pay for the return transport, by 1st class train or by air in economy class, of a member of your family residing in the same country as you, and their accommodation costs (room and breakfast) so that they can be at your bedside.

We cover their accommodation up to the value of the amount stated in the Table of Cover.

The costs of catering or other expenditure are in all cases payable by this person.

This cover cannot be combined with the "Repatriation of accompanying persons" cover.

PROLONGATION OF TRIP

You are hospitalised during a covered journey and our doctors consider that this hospitalisation is necessary after your initial return date.

We pay for the accommodation costs (room and breakfast) of the members of your family who are beneficiaries or of an insured companion to remain at your bedside, up to the value stated in the Table of Cover.

Only requirements of a medical nature are taken into consideration when granting this cover.

The costs of catering or other expenditure are in all cases payable by this person.

This cover cannot be combined with the "Visit of a close friend or family member" cover.

HOTEL COSTS

If you have to extend your stay for established medical reasons, without hospitalisation and after the medical adviser's agreement, we organise and pay for the hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

CONTINUATION OF THE TRIP

You are no longer hospitalised and the local doctors recommend you to continue your journey, we organise and pay, after confirmation by our medical adviser, the additional transport costs by air in economy class or by 1st class train in order to continue the trip.

The cost of continuing the trip may under no circumstances exceed the cost of a repatriation to your home.

IMPOSSIBLE RETURN

In an epidemic or pandemic context, your flight has been cancelled due to travelling restrictive measures taken by local government or airlines.
If you have to extend your stay, we organise and pay for the added hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.
We organise and pay for your return ticket up to the value stated in the Table of Cover.

HOTEL COSTS

If you have to extend your stay because of your quarantine, we organise and pay for the hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

MEDICAL COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

When medical costs (including due to epidemic or pandemic illness) have been incurred with our prior agreement, we repay to you proportion of these costs which has not been paid for by any insurance organisations to which you are affiliated.

We intervene only when the reimbursements made by the above-mentioned insurance organisations have been made, minus an excess, the value of which is stated in the table of cover, and provided the original reimbursement documentation, issued by your insurance organisation, is sent to us.

This reimbursement covers the costs defined below, provided they relate to care received by you outside your country of residence following an illness or accident which has occurred outside your country of residence.
In this case we reimburse the value of the costs incurred up to the maximum value stated in the Table of Cover.

If the insurance organisation with which you are affiliated refuses to pay for the medical costs incurred, we shall reimburse the costs incurred up to the limit of the value stated in the Table of Cover, provided you send us the original medical costs invoices, and the declaration of refusal of cover issued by the insurance organisation.

This service ceases on the date on which we are able to repatriate you.

Nature of costs entitling you to reimbursement (subject to prior agreement):

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance prescribed by a doctor for transport to the closest hospital, and only then if the insurance organisations refuse cover,
- hospitalisation costs, provided the Beneficiary/Insured is judged not able to be transported by a decision of Assistance's doctors, taken after obtaining information from the local doctor (hospitalisation costs incurred from the date on which we are able to repatriate you are not covered),
- emergency dental costs (capped at the value stated in the Table of Cover, without application of any excess).
- Test PCR expenses, in transit, if the result is positive.

EXTENSION OF THE SERVICE: ADVANCE OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

Up to the payment values stipulated above, we can pay in advance hospitalisation costs which you must incur outside your country of residence, on the following combined conditions:

- after obtaining information from the local doctor, MUTUAIDE ASSISTANCE's doctors must judge 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 MUTUAIDE ASSISTANCE's doctors.
- you or any person authorised by you must undertake formally, by signing a specific document, provided by MUTUAIDE ASSISTANCE when the present service is offered:
    - to take the steps to pay the costs with the insurance organisations within a period of 15 days from the date of despatch of the items required for these steps by MUTUAIDE ASSISTANCE,
    - to reimburse to MUTUAIDE ASSISTANCE the sums received on this basis from the insurance organisations within a week after receiving these sums.

Only costs not covered by the insurance organisations shall remain payable by ourselves, up to the limit of the payment sum stipulated for the "medical costs" service. You must send us the declaration of refusal of cover issued by these insurance organisations within a week of its receipt.

To protect our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking, committing you to take the steps with the social organisations and to reimburse the sums received to us.

If you have not taken the steps for payment with the insurance organisations within the deadline, or if you have not sent MUTUAIDE ASSISTANCE the declaration of refusal of cover issued by these insurance organisations within the deadline, you will not be able to claim the benefit of the "medical costs" service and will have to repay all the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, if applicable, use all relevant recovery procedures, the costs of which shall be borne by you.

DESPATCH OF MEDICINES ABROAD

During a journey outside your country of residence you are deprived of medicines which are essential for your health, following a loss or a theft. We organise the search for and despatch of these medicines, if these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE's doctors cannot be found locally (and provided we obtain from you the contact details of your attending doctor).

We pay for shipment of the medicines by the fastest means, subject to the local and French legal constraints.

Customs costs and the cost of purchase of the medicines remain payable by you.

DESPATCH OF PROSTHESES ABROAD

During a journey outside your country of residence you are unable to procure the spectacles, contact lenses or hearing aids which you habitually wear, following breakage or loss of them. We organise the despatch of these prostheses (provided you give us the complete characteristics of the prostheses and the contact details of your ophthalmologist or habitual prosthetist)

We pay for shipment of the prostheses by the fastest means, subject to the local and French legal constraints.

Customs costs and design costs of the spectacles, lenses or hearing aids remain payable by you.

REPATRIATION OF THE BODY

You die during a covered journey. We organise the repatriation of your body as far as the funeral location in your country of residence.

In these circumstances we pay:

- ✓ The costs of transporting the body,
- ✓ The costs relating to the conservation care imposed by the applicable legislation,
- ✓ The costs directly required by the transport of the body (handling, arrangements specific to shipment, preparation), up to the value stated in the Table of Cover.

DEATH-RELATED FORMALITIES

If the local presence of a member of the family or of a close friend of the deceased is essential to undertake for the identification of the body and the repatriation or incineration formalities, we organise and pay for a return ticket, by 1st class train or by air in economy class, together with the accommodation costs (room and breakfast), incurred on behalf of this person, up to the value stated in the Table of Cover.

All other costs remain payable by the family of the deceased.

EARLY RETURN

If you have to interrupt your journey prematurely in the cases listed below, we pay your additional transport costs and those of the members of your family you are beneficiaries, or of a person insured under the present contract who is accompanying you, if the transport tickets provided for your return and theirs cannot be used as a consequence of this event, on the basis of a 1st class train ticket or by ticket for travel by air in economy class.

We intervene in the event of:

- the death of a member of your family, of a person with responsibility for guarding your minor and/or disabled child who has stayed at home, or of your professional replacement,
- a serious accident affecting your principal residence in your country of residence,
- hospitalisation of a member of your family, of a person with responsibility for guarding your minor and/or disabled child who has stayed at home, or of your professional replacement,

REPLACEMENT DRIVER

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

We pay for the journey costs and the driver's salary.

The driver must comply with employment legislation, and in particular must - as the current French regulations stand - observe a 45 minutes' stop after driving for 4 hours and 30 minutes, and their total daily driving time must not exceed 9 hours.

If your vehicle is more than 8 years old and/or has driven more than 150,000 km, or if its condition and/or its loading is not compliant with the standards defined by the French Highway Code, you must inform us of this. We then reserve the right not to send a driver.

In this case, instead of providing a driver, we supply and pay for a 1st class train ticket or air ticket in economy class for you to return to recover the vehicle.

This service applies only in the following countries:

France (including Monaco, Andorra, except for French Overseas *Départements* and Territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

The costs of fuel, tolls, hotel and catering costs of any passengers remain payable by you.

LEGAL ASSISTANCE ABROAD

During a covered journey you are subject to legal proceedings or incarceration for failure to comply with or involuntary breach of the local laws and regulations.

We advance the bail required by the local authorities to allow you to be released temporarily, up to the value stated in the Table of Cover.

This advance must be repaid within a period of one month of presentation of our repayment request. If the bail is reimbursed to you before this time by the Authorities of the country it must be returned to us immediately.

We can reimburse you up to the value stated in the Table of Cover for fees of any legal representatives whose services you may freely use if an action is brought against you, provided that the alleged facts are not subject to a criminal sanction under the legislation of the country.

This cover is not operative in the case of facts relating to your professional activity or guard of a motorised land vehicle.

SEARCH OR EMERGENCY COSTS

We pay, up to the value stated in the Table of Cover**,** search and emergency costs at sea or in the mountains, following an event putting in your life in peril. Only costs incurred by a company duly approved for these activities can be reimbursed.

We can under no circumstances replace the local emergency services organisations.

ON-SLOPE RESCUE COSTS

You are the victim of a skiing accident on open, waymarked ski slopes. We pay the costs of descent in a sleigh from the place of the accident to the bottom of the slopes, or to the emergency centre closest to the accident. When the emergency services cannot reach the place of the accident helicopter costs or costs of all other means of transport are also paid.

This payment is made up to the maximum values shown in the Table of Cover.

These costs are paid if MUTUAIDE ASSISTANCE is informed before the end of your trip in the ski resort, and/or within 48 hours of the intervention of the emergency services.

Ambulance costs

If you are transported by ambulance to a hospital complex we undertake, if there is no medical transport, to pay the costs of transport by ambulance directly to the carrier.

Costs of return to the resort

If you are transported to a hospital complex, and if it is not judged necessary to hospitalise you, we undertake, if there is no medical transport, to pay the transport costs. We also organise the delivery of the medicines. Costs of medicines remain payable by you. The cover is provided in France subject to local availabilities.

TRANSMISSION OF URGENT MESSAGES

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

Messages sent cannot be of a serious or delicate nature. Messages are at all times the responsibility of their authors, who must be able to be identified, and these messages are their sole liability. We play only the role of an intermediary in sending them.

MONEY ADVANCE (only abroad)

During a covered journey your means of payment or your official documents (passports, national identity card, etc.) have been lost or stolen.

If you call our service we inform you of the steps to be taken (filing of a complaint, renewal of documents, etc.)

The communicated information is indicative information, as referred to by article 66.1 of the amended law of 31 December 1971. It does not constitute a legal consultation.

Subject to a declaration of theft or loss issued by the local authorities, we can grant you an advance up to the value stated in the Table of Cover, in consideration for an acknowledgement of debt given to MUTUAIDE ASSISTANCE

This advance must be repaid to MUTUAIDE ASSISTANCE within 30 days of provision of the money.

If payment is not made, we reserve the right to bring all relevant legal recovery proceedings.

OFFICIAL DOCUMENTATION

During a covered journey your official documents have been lost or stolen.

If doubles or duplicates of your official documents can be sent to you in the place where you are staying from your country of residence, by a person chosen by you, we can reimburse the costs of despatch of these documents, on presentation of original documentation covering the despatch costs, and proofs of theft or loss of these documents.

PSYCHOLOGICAL SUPPORT

In the event of a major trauma following a covered event, at your request we can organise a telephone contact with a psychologist, up to the value stated in the Table of Cover. These conversations are conducted in complete confidence.

This listening work must not be confused with psychotherapeutic work undertaken by a liberal professional. Due to the fact that the caller is physically absent this service cannot be a substitute for psychotherapy.

LOCAL PHONE PACKAGE

During a covered journey abroad, you are placed in quarantine. We pay for a local phone package, up to the value stated in the Table of Cover.

PSYCHOLOGICAL SUPPORT FOLLOWING A QUARANTINE

In the event of a major trauma directly leaked to an epidemic or pandemic context, at your request we can organise a telephone contact with a psychologist, up to the value stated in the Table of Cover. These conversations are conducted in complete confidence.

This listening work must not be confused with psychotherapeutic work undertaken by a liberal professional. Due to the fact that the caller is physically absent this service cannot be a substitute for psychotherapy.

RELIEF PACKAGE OF ESSENTIAL ITEMS

In an epidemic or pandemic context, and because of your quarantine, you are short of usable personal belongings. We reimburse essential items, on presentation of documentation, up to the value stated in the Table of Cover.

DOMESTIC HELP

After we organise your repatriation because of an epidemic or pandemic illness, you are not able to do usual housework, we look for, and pay a domestic help up to the limit stated in the Table of Cover.

HOUSEHOLD SHOPPING DELIVERY

After we organise your repatriation because of an epidemic or pandemic illness, you are not able to leave your home, we organise and pay, in the limit of local availabilities, the cost of shopping delivery up to the value stated in the Table of Cover.

PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION

In the event of a major trauma directly leaked to an epidemic or pandemic context, at your request we can organise a telephone contact with a psychologist, up to the value stated in the Table of Cover. These conversations are conducted in complete confidence.

This listening work must not be confused with psychotherapeutic work undertaken by a liberal professional. Due to the fact that the caller is physically absent this service cannot be a substitute for psychotherapy.

WHAT WE EXCLUDE

In addition to the exclusions set out under the heading "WHAT GENERAL EXCLUSIONS ARE APPLICABLE TO ALL OUR GUARANTEES", the following do not lead to intervention by us:

- **Journeys made for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation costs in the country of residence,**
- **Drunkenness, suicide or attempted suicide, and consequences of these,**
- **Any self-inflicted injury of the Insured,**
- **Minor ailments or lesions which can be treated locally and/or which do not prevent the Insured from continuing their journey,**
- **States of pregnancy, unless there is an unforeseeable complication, and in all cases states of pregnancy after the 36th week, abortion, consequences of delivery,**
- **Convalescences and ailments undergoing treatment, which have not yet cleared, and involving a risk of sudden aggravation**
- **Previously contracted sicknesses involving hospitalisation during the 6-month period preceding the departure date**
- **Events relating to a medical treatment or surgical operation which are not unexpected, unforeseen or accidental,**
- **Prosthesis costs: optical, dental, acoustic, functional, etc.**
- **The consequences of situations where there is a high risk of infection in the context of an epidemic where quarantine or specific preventive or surveillance measures are applied by the international health authorities and/or local health authorities of the country where you are staying and/or national health authorities of your country of origin, unless otherwise specified in the guarantee.**
- **Costs of spa therapy, beauty treatment, vaccination and costs arising therefrom,**
- **Trips involving a stay in a rest home and costs arising therefrom,**
- **Rehabilitation, physiotherapy, chiropractic and costs relating thereto,**
- **Scheduled hospitalisation.**

ASSISTANCE SERVICES OPERATING RULES

The assistance services can be delivered only if the Insured makes a telephone call at the time of the event.
On reception of the call MUTUAIDE ASSISTANCE, after having checked the caller's rights, organises and pays the costs stipulated in the present agreement.
Before they can receive the benefit of a service MUTUAIDE ASSISTANCE can ask the Insured to prove the capacity they are claiming, and to produce at their expense the items and documents proving this entitlement.
The Insured must allow our doctors access to all medical information concerning the person for whom we are acting. This information will be processed in compliance with medical secrecy.

MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency services organisations, and intervenes within the limits of the agreements given by the local authorities; nor can it pay costs incurred in this manner, except for costs of transport by ambulance or by taxi to the closest location where the

appropriate care can be supplied, in the case of minor ailments or minor injuries which do not require either repatriation or medical transport.

The actions which MUTUAIDE ASSISTANCE undertakes are performed in complete compliance with national and international laws and regulations. They are therefore dependent on the necessary authorisations being obtained from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured the latter must return their initially scheduled, unused return ticket to it.

MUTUAIDE ASSISTANCE decides on the nature of the air travel tickets given to the Insured according to the possibilities provided by the air carriers and the duration of the journey.

TERMS FOR REIMBURSEMENT OF THE INCURRED COSTS

Repayments to the Insured can be made by ourselves only on presentation of the original paid invoices corresponding to costs incurred with our agreement.

Repayment requests must be sent to:

MUTUAIDE ASSISTANCE
Claims Management Service
126 rue de la Piazza – CS 20100 - 93196 Noisy le Grand Cédex – France

ARTICLE 4 - GENERAL EXCLUSIONS

The following do not give rise to any action on our part:

- **Services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, a posteriori, to a refund or compensation,**
- **Meal and hotel costs, except those specified in the text of the guarantees,**
- **Damage caused intentionally by the Beneficiary/Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,**
- **The amount of the damages and their consequences,**
- **The use of narcotics or drugs not prescribed medically,**
- **Being under the influence of alcohol,**
- **Customs duties,**
- **Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,**
- **The practice, professionally, of any sport,**
- **Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,**
- **The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,**
- **Expenses incurred after the return from the trip or the expiry of the guarantee,**
- **Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,**
- **The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,**
- **Official prohibitions, asset seizures or constraints by law enforcement officers,**
- **The use by the Beneficiary/ Insured of air navigation equipment,**
- **The use of the tools of war, explosives or firearms,**
- **Damage resulting from intentional or fraudulent misconduct of the Insured in accordance with Article**

l.113-1 of the French Insurance Code,

- **Suicide and attempted suicide,**
- **Epidemics unless otherwise stipulated in the guarantee, pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- **The decay of an atomic nucleus or any radiation from an energy source having a radioactive character.**

MUTUAIDE ASSISTANCE cannot under any circumstances be held liable for breaches or setbacks in the performance of its obligations that may result from force majeure, or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the decay of an atomic nucleus, the explosion of 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, or their consequences.

ARTICLE 5 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact MUTUAIDE by calling *01.55.98.71.76 or* by writing to *voyage@mutuaide.fr* for the Assistance guarantees listed below:

- ✓ Repatriation or health transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under 18.
- ✓ Visit of a close friend or family member
- ✓ Prolongation of trip
- ✓ Hotel costs
- ✓ Continuation of the trip
- ✓ Medical costs outside the country of residence
- ✓ Despatch of medicines abroad
- ✓ Despatch of prostheses abroad
- ✓ Repatriation of the body
- ✓ Death-related formalities
- ✓ Early return
- ✓ Replacement driver
- ✓ Legal assistance abroad
- ✓ Payment of search or emergency costs
- ✓ On-slope rescue costs
- ✓ Transmission of urgent messages
- ✓ Money advance (only abroad)
- ✓ Official documentation
- ✓ Psychological support
- ✓ Psychological support following quarantine
- ✓ Relief package of essential items
- ✓ Domestic help
- ✓ Household shopping delivery
- ✓ Psychological support following epidemic or pandemic.

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

MUTUAIDE
SERVICE QUALITE CLIENTS
126, rue de la Piazza - CS 20010 - 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 may refer the matter for Insurance Mediation by postal mail to:

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

2. In case of disagreement or dissatisfaction on the implementation of your contract, we invite you to contact PRESENCE ASSISTANCE TOURISME by calling *01.55.90.47.51* or by writing to reclamation@presenceassistance.com for the insurance guarantees listed below:

- ✓ Cancellation
- ✓ Missed departure; Missed return
- ✓ Delayed aircraft
- ✓ Luggage
- ✓ Curtailed trip costs
- ✓ Compensation journey

If you are not satisfied with the answer you get; you can write to:

MUTUAIDE
Insurance Department
TSA 20296
94368 Bry sur Marne 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 may refer the matter for Insurance Mediation by postal mail to:

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

ARTICLE 6 – DATA COLLECTION

The Insured acknowledges that the Insurer processes his personal data in accordance with the regulations in effect relative to the processing of such data and the protection of privacy, notably the provisions of the French Data Protection Act No. 78-17 of 6 January 1978 as amended and the General Data Protection Regulation (Regulation 2016/679 of 27 April 2016) and that, furthermore:

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

- The processing of personal data is necessary for subscription and execution of its contract and guarantees, for management of the commercial and contractual relationship and for the execution of legal, regulatory or administrative provisions in effect.

- The data collected and processed is kept for the duration necessary to fulfil the contract or legal obligation. This data is then archived in accordance with the periods provided for in the provisions relative to the statute of limitations.

- The recipients of the data concerning the Insured are, within the limits of their authority, the Insurer's departments in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers in the context of exercising their assignments for the purposes described below.

It may also be sent, if appropriate, to professional bodies and to all persons involved in the contract, such as lawyers, experts, court officials and judicial officers, trustees, guardians or investigators.

Information concerning him/her may also be sent to any persons recognized as Authorized Third Parties (courts, arbitrators, mediators, concerned ministries, supervisory and regulatory authorities and all public bodies authorized to receive it, as well as to the services in charge of control such as statutory auditors, other auditors and services in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code in terms of 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 are kept for a period of five (5) years from the close of the contract or termination of the relationship.

- The Insured's 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 longer examination of the case, or even reduction or refusal of the benefit of a right, service, contract or service proposed.

In this context, personal data concerning the Insured (or concerning the persons who are parties or concerned by the contract) may be processed by any authorised person working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorised personnel of the 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 acts of fraud or their representatives).

In the event of a fraud alert, the data is kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert 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 applicable statute of limitations.

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

- In its capacity as Insurer, the Insurer is entitled to process data relative to offences, convictions and security measures, either at the time of subscription of the contract or during its execution or in the context of managing disputes.

- Personal data may also be used by the Insurer within the framework of processing operations that it implements for its legitimate interest 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. In this case, the Insurer agrees to take all the necessary measures to ensure the protection of the personal data transmitted.

- The Insured has the right to access, rectify or delete the data processed, and the right to limit or object to the processing of his/her data, by proving his/her identity. He also has the right to request that the use of his data be limited 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 e-mail: at DRPO@MUTUAIDE.fr

  or

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

After having made a request to the Data Protection Officer without receiving satisfaction, he has the possibility of referring the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 7 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the value of the compensation paid and the services supplied by it, to the Beneficiary's rights and actions, against all persons liable for the actions which led to its intervention. When the services provided in performance of the agreement are wholly or partly covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the beneficiary's rights and actions against this company or institution.

ARTICLE 8 – LIMITATION PERIOD

In application of article L 114-1 of the Insurance Code, all actions stemming from the present contract are subject to statutory limitation two years after the event having given rise to them. This period is increased to ten years in the case of death cover, and the beneficiaries' actions are subject to statutory limitation at the latest thirty years after this event.

However, this period commences only:

- in the event of non-disclosure, omission, or false or inaccurate declaration concerning the risk incurred, on the date when it came to the Insurer's attention;
- in the case of an incident, on the date on which it came to the attention of the interested parties if they prove that they were unaware of it previously.

When the cause of the Insured's action against the Insurer is a third-party action, this period of limitation commences only on the date on which this third party has brought a legal action against the Insured or has been compensated by the latter.

This period of limitation can be suspended, pursuant to article L 114-2 of the Insurance Code, by one of the following ordinary causes of suspension:

- acknowledgement by the debtor of the right of the party against which it was making a claim (article 2240 of the Civil Code);
- an action in law, even on an urgent basis, until extinction of the case. The same applies even when it is brought before a court without jurisdiction, or when the act of referral to the court is cancelled due to a procedural irregularity (articles 2241 and 2242 of the Civil Code). The suspension is void if the applicant abandons its application, or allows the case to lapse, or if its application is definitively dismissed (article 2243 of the Civil Code);
- a protective measure taken in application of the Civil Enforcement Procedures Code or a specific performance measure (article 2244 of the Civil Code).

It should be noted that:
The notice given to one of the joint and several debtors by an action in law or by a specific performance measure, or recognition by the debtor of the right of the party against whom it was making a claim suspends the period of statutory limitation against all others, even against their heirs.
Conversely, the notice given to one of the heirs of a joint and several debtors or the acknowledgement of this heir does not suspend the period of statutory limitation with regard to the other joint heirs, even in the case of a mortgage debt, if the obligation is divisible. Such notice or recognition suspends the period of statutory limitation, with regard to the other joint heirs, only in respect of the share for which this heir is liable.

To suspend the period of statutory limitation completely, with regard to the other joint debtors, notice must be given to all the heirs of the deceased debtor, or all these heirs must be recognised (article 2245 of the Civil Code).

Notice given to the principal debtor or recognition of it suspends the period of statutory limitation against the surety (article 2246 of the Civil Code).

The period of statutory limitation can also be suspended by:

- the appointment of an expert following a claim;
- Despatch of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured on the subject of the action for payment of the contribution, and sent by the Insured to the Insurer on the subject of payment of the claim).

ARTICLE 9 – SETTLEMENT OF DISPUTES

All disputes arising between the Insurer and the Insured relating to the determination and payment of claims shall be referred, by the first party to take such a measure, if an amicable resolution cannot be reached, to the court with jurisdiction of the beneficiary's domicile, pursuant to the provisions stipulated in article R 114-1 of the Insurance Code.

ARTICLE 10 – FALSE DECLARATIONS

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

- **Any non-disclosure or intentionally false declarations by you invalidates the contract. Premiums paid remain vested with us, and we shall be entitled to require payment of the premiums due, as stipulated in article L 113.8 of the Insurance Code.**
- **Any omissions or inaccurate declarations by yourself where no dishonesty is established lead to termination of the contract 10 days after the notification which will be sent to you by registered letter and/or application of reduced compensation under the Insurance Code, as stipulated in article L 113.9.**

ARTICLE 11 – SUPERVISORY AUTHORITY

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