



INDIVIDUAL TRAVEL PACK CONTRACT

*MULTI-RISK CONTRACT
NO. 6036/6037/6038/6039*

APPENDIX 1: INFORMATION LEAFLET

✓ **TRAVEL PACK ASSISTANCE NO. 6036**

✓ **TRAVEL PACK CANCELLATION N°6037**

✓ **TRAVEL PACK MULTI-RISK N°6038**

✓ **TRAVEL PACK MULTI-RISK COMPLEMENTARY Credit Card N°6039**

INFORMATION NOTICE FOR ASSISTANCE/MULTI-RISK CONTRACT NO. 6036/6037/6038/6039
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**HOW TO CONTACT OUR HELPDESK
MUTUAIDE ASSISTANCE**

8-14, avenue des Frères Lumière - 94368 BRY SUR MARNE CEDEX
7 days a week - 24 hours a day

- **by telephone from France: 01.55.98.51.30**
(Calls are not surcharged, cost depends on operator, call may be recorded)
- **by telephone from abroad: 33.1.55.98.51.30 preceded by the local access code to the international network**
(Calls are not surcharged, cost depends on operator, call may be recorded)
- **by fax: 01. 45.16.63.92**
- **by e-mail: medical@mutuaide.fr**

To enable us to intervene in the best possible conditions, please gather the following information which you will be asked to provide when you call:

- Your contract number,
- Your first and last name,
- Your home address,
- The country, city or town you are in at the time of the call,
- Specify the exact address (number, street, hotel, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

On the first call, you will be given an assistance file number. Call it back systematically, in all subsequent dealings with our Assistance Service.

HOW TO CONTACT OUR INSURANCE DEPARTMENT

- **by Internet: <http://declare.fr/>**
- **by e-mail: sinistre@declare.fr**
- **by post: GRITCHEN AFFINITY - Service Sinistre - 27, rue Charles Durand - CS 70139 - FRANCE 18 021 - BOURGES CEDEX**

Remember to gather the following information, which you will be asked to provide when you call:

- Your contract number,
- Your first and last name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

On the first call, you will be given an insurance file number. Call it back systematically, in all subsequent dealings with our Insurance Department.

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING	ASSIS- TANCE N°6036	ANNU- LATION N°6037	MULTI- RISK N°6038	COMPL Credit card N°6039
1 / CANCELLATION (A)	(A) €20,000 per person / Maximum €50,000 per event		X	X	X
✓ Cancellation for medical reasons (A1)	(A1) Excess €30 per person		X	X	X
✓ Cancellation all except (A2) including riot, bombing, act of terrorism, etc. terrorism or natural disaster occurring in abroad within 100 km of your place of residence. resort (A2)	(A2) Excess of 10% of the amount of costs cancellation with a maximum of €100 per person		X	X	X
2 / DEPARTURE AND RETURN MISSING (B)	(B) Management of a new ticket for a departure within 24 hours up to a maximum of €1,000 per person and €10,000 by event / Deductible of 10% of the value of the new note			X	X
3 / FLIGHT DELAY (C)					
✓ From 4h (C1)	(C1) €50 per person			X	X
✓ From 6am (C2)	(C2) €100 per person				
4 / LUGGAGE (D)	(D) €2,000 per person / Maximum €5,000 per event			X	X
✓ Valuables (D1)	(D1) 50% of the guarantee			X	X
✓ Sports equipment (D2)	(D2) €500 per person			X	X
✓ Franchise (D3)	(D3) €50 per file			X	X
✓ Late delivery (more than 24 hours) (D4)	(D4) Flat-rate allowance 200 per person / without excess			X	X

5 / TRIP INTERRUPTION COSTS ✓ Reimbursement of unused ground services on a pro rata temporis basis (transport not used). included) (E)	(E) €5,000 per person / Maximum €25,000 per event			X	X
6 / IMPOSSIBLE RETURN ✓ Hotel charges for packages (F1) ✓ Hotel costs for dry flights (F2)	(F1) €80 per night and per person / Max 4 nights (F2) €50 per night and per person / Max 2 nights			X	X
7/ PERSONAL LIABILITY ABROAD ✓ Physical injury, property damage and consequential loss (G1) <u>Of which</u> ✓ Damage property and with an absolute excess of €150 per claim (G2) ✓ Defense to the courts commercial or administrative courts. Defense of civil interests before criminal courts (G3)	(G1) €4,500,000 per loss (G2) €750,000 per loss (G3) Expenses payable by the Insurer, unless the limit of cover in question is exceeded			X	X
ASSISTANCE GUARANTEES	CEILING	ASSIS- TANCE N°6036	ANNU- LATION N°6037	MULTI- RISK N°6038	COMPL Credit card N°6039
1 / REPATRIATION ASSISTANCE - Repatriation or medical transport (A) - Repatriation of accompanying persons (B) - Visit from a relative (C) - Extended stay (D)	Actual costs (A) Return ticket * (B) Title from return ticket *+ Hotel costs €120 per night / Max 10 nights (C) Hotel costs €120 per night / Max 10 nights (D)	X X X X		X X X X	X X X X

- Hotel costs (E)	Hotel costs €120 per night / Max 10 nights (E)	X		X	X
- Medical expenses outside the country of residence					
✓ Medium-haul (F1)	75,000 per person (F1)	X		X	X
✓ Long-haul (F2)	150,000 per person (F2)	X		X	X
✓ Franchise (F3)	30 per file (F3)	X		X	X
✓ Maximum per event (F4)	500 000 € (F4)	X		X	X
✓ Dental care (F5)	150 € (F5)	X		X	X
- Sending medicines abroad (G)	Postage and packing (G)	X		X	X
- Repatriation of remains :					
✓ Repatriation of the body (H1)	Actual costs (H1)	X		X	X
✓ Costs funeral necessary transport (H2)	2 500 € (H2)	X		X	X
- Early return: (I1)	Return ticket * (I1)	X		X	X
✓ Locksmith costs (I2)	75€ (I2)	X		X	X
- Legal assistance abroad					
✓ Advance payment of bail (J1)	15 000 € (J1)	X		X	X
✓ Payment of legal fees (D2)	12 500 € (J2)	X		X	X
- Search and rescue costs (K)	5,000 per person / Max 15 000 € per event (K)	X		X	X
- Transmission of urgent messages (L)	Actual costs (L)	X		X	X
- Cash advance (abroad only) (M)	2 500 € (M)	X		X	X
- Psychological support (N)	2 interviews per person and per event (N)	X		X	X

2 / ADDITIONAL PERSONAL ASSISTANCE (a)		Maximum per event: €1,000 (a)	X		X	X
-	Sick leave (b)	20 hours (b)	X		X	X
-	Delivery of meals and household shopping (c)	15 days maximum (c)	X		X	X
	✓ Household shopping delivery (c1)	1 delivery per week (c1)	X		X	X
	✓ Meal delivery (c2)	4 deliveries per claim (c2)	X		X	X
	✓ Domestic help (d)	20 hours spread over 4 weeks (d)	X		X	X
-	Childcare (e)	20 hours Or one-way ticket / Back* (e)	X		X	X
-	Educational support for children under 18 (f)	15 hours per week for up to 1 month (f)	X		X	X
-	Pet care (g)	10 days maximum (g)	X		X	X
-	Assistance at main residence (h)	80 per day / Max 5 days (h)	X		X	X
3 / CONCIERGE SERVICE (A)		Costs payable by you (A)				
	✓ Medical problem					
	✓ Changes to transport tickets or hotels					
	✓ Booking tickets, shows or restaurants					
	✓ Changing an appointment					
	✓ Leisure information					
	✓ On-site interpreting if comprehension difficulties arise					

* by 1^{ère} class train or economy class airliner

OPTIONAL

➤ **OPTION: PRICE MAINTENANCE N°6044**

The **Price Maintenance** option **N°6044** can only be taken out in addition to the **Cancellation** contract **N°6037**, the **Multi-risk** contract **N°6038** and the **Additional Credit Card Multi-risk** contract **N°6039**.

INSURANCE GUARANTEES	CEILING	ASSISTANCE N°6036	CANCELLATION N°6037	MULTI- RISK N°6038	COMPL Credit card N°6039
PRICE MAINTENANCE (A) ✓ Fuel surcharge ✓ Increase in airport taxes ✓ Changes in foreign exchange rates	- Medium-haul: €75 perperson - Long-haul: €150 perperson - Maximum per event: €4,000 No deductible		X X X	X X X	X X X

➤ **OPTION: BUY-BACK OF SNOWMOBILE EXCESS NO. 6045**

The **Snowmobile Deductible Waiver** option (**no. 6045**) can only be taken out as a complement to the contract.

Cancellation policy no. 6037, Comprehensive policy no. 6038 and Credit Card Supplementary Comprehensive policy no. 6039.

INSURANCE GUARANTEES	CEILING	ASSISTANCE N°6036	CANCELLATION N°6037	MULTI- RISK N°6038	COMPL Credit card N°6039
SNOWMOBILE DEDUCTIBLE BUYBACK (A) ✓ Excess and towing costs covered	(A) 1 500 €		X	X	X

➤ **If you are covered by the Multi-Risk Complementary Credit card contract No. 6039**

Please note: before making any calls, you should first contact your credit card insurance company.

To take out this cover, you must have a multi-service bank card offering Cancellation and Repatriation Assistance cover: Gold Mastercard, Visa Premier, Infinite Platinum, American Express, excluding other types of bank card.

Only bank cards issued by a French bank are accepted.

ARTICLE 1 - DEFINITIONS AND SCOPE APPLICATION

We, the Insurer

MUTUAIDE ASSISTANCE - 8/14 avenue des Frères Lumière - 94368 Bry-sur-Marne Cedex - S.A. with a fully paid-up capital of €12,558,240 - Company governed by the French Insurance Code RCS 383 974 086 Créteil - VAT FR 31 3 974 086 000 19.

For Personal Liability cover abroad, the policy number of which is 35.806.460, the Insurer is TOKIO MARINE EUROPE SA (TOKIO MARINE HCC).

Serious Physical injury

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

Attack

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

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

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

Beneficiary

Individuals or groups duly insured under this policy and referred to hereinafter as "you".

For Assistance and Insurance cover other than Personal Liability Abroad and Individual Accident cover, these persons must be domiciled in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe.

For Personal Liability cover abroad and Individual Accident cover, these persons must be domiciled in mainland France or in French Overseas Department and have subscribed to this policy through a tour operator or travel agency.

Luggage

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

Injury

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

Natural disasters

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

COM

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

Definition of personal assistance

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

Guaranteed travel

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

Home

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

For Personal Liability abroad and Individual Accident cover, the home address must be in continental France or the French Overseas Departments

DOM-ROM, COM and sui generis authorities

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

DROM

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

Duration of guarantees

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

Basic necessities

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

European Economic Area (EEA)

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

Foreign

Any country other than your country of residence.

Europe

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

Events covered by assistance

Illness, injury or death during an insured trip.

Events covered by insurance

- ✓ Cancellation
- ✓ Missed start
- ✓ Impossible to leave
- ✓ Theft, destruction, loss of baggage, delayed delivery of baggage,
- ✓ Interruption of stay
- ✓ Liability Civil Life Private à The Stranger
- ✓ Price maintenance (optional)
- ✓ Repurchase of snowmobile excess (optional)

Performance of services

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

Franchise

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

Long-haul :

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

"Medium-haul.

Disease

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

Serious illness

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

Maximum per event

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same Specific Conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

Family members

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

Medium-haul :

The term "medium-haul" refers to travel on to Europe and the Maghreb countries.

We organise

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

We take care of

We finance the service.

Nullity

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

Precious objects

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

Claims

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

Territoriality

All over the world.

ARTICLE 2 - DESCRIPTION OF COVER INSURANCE

1/ CANCELLATION

CANCELLATION ON MEDICAL GROUNDS

You are covered for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Benefits:

• **Serious illness, serious Physical accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you booked your trip of:**

- yourself, your legal or de facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- your brothers and sisters, including children of spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of subscription,
- the person designated at the time of taking out this policy, responsible for during your trip, to look after or accompany on holiday your minor children, or the disabled person living under your roof, provided that they are hospitalized for more than 48 hours or die.

• **Pregnancy complications up to the 28th week.**

- ✓ which result in the absolute cessation of all professional or other activity, and provided that, at the time of departure, you are not more than 6 months pregnant or,
- ✓ if the very nature of the journey is incompatible with the state of pregnancy, under provided that you are not aware of your condition at the time of registration.

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

ALL EXCEPT CANCELLATION

You are also covered, up to the limit indicated in the Table of Benefits, for **any other random event, whatever it may be, constituting an immediate, real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. Random event means any sudden, unforeseeable circumstance beyond the control of the insured that justifies cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

Cancellation by one of the persons accompanying you (maximum 8 persons) booked at the same time as you and insured under the same contract, when the cancellation is due to one of the guaranteed causes. If the person wishes to travel alone, the additional costs will be taken into account, but our refund will not exceed the amount due in the event of cancellation on the date of the event.

Notwithstanding the general exclusions, we cover cancellation costs due to the following causes:

In the event of a riot, an attack or an act of terrorism or in the event of a natural disaster occurring abroad, within a radius of 100 km of your holiday destination or cities where you are staying. You are covered in the event of a riot, an attack or an act of terrorism or in the event of a natural disaster when the following conditions are met:

- The event has resulted in damage to property or personal injury in the city or cities of destination or stay.
- The French Ministry of Foreign Affairs advises against travel to the destination city or cities.
- If the authorized travel organization or intermediary is unable to offer you an alternative destination or stay.
- The date of your departure is scheduled less than 30 days after the date on which the event occurs
- No similar event has occurred in the city or cities of destination or stay in the 30 days prior to booking your package.

THE AMOUNT OF THE GUARANTEE

The indemnity paid under this Contract may under no circumstances exceed the price of the trip declared when this Contract was taken out and within the limits set out in the Table of Benefits.

We will reimburse you the amount of the cancellation fees charged in accordance with the cancellation schedule listed in the travel agency's general terms and conditions.

Application fees of less than 50 euros, gratuities, visa fees and the premium paid in return for taking out this contract are non-refundable.

HOW LONG DO YOU HAVE TO REPORT A CLAIM?

Two stages

1/ You must notify **your travel agency IMMEDIATELY** as soon as the illness first appears or as soon as you become aware of the event giving rise to the cover.

If you cancel the trip at a later date with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication certified by a competent authority, in accordance with the cancellation scale shown in the travel agency's special conditions of sale.

2/ Secondly, you must report the claim to GRITCHEN - Insurance Department, within five working days of the event giving rise to the guarantee.

WHAT ARE YOUR _____ IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by :

- in the event of illness or accident, a medical certificate and/or an administrative hospitalization report specifying the origin, nature, seriousness and consequences of the illness or accident.

foreseeable consequences of the illness or accident,

- in the event of death, a certificate and the civil status form,
- in all other cases, a receipt justifying the reason for your cancellation.

You must provide GRITCHEN - Insurance Department with the medical documents and information required to investigate your claim, using the pre-printed "Medical Department" envelope that we will send you as soon as we receive the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your doctor and send them in the pre-printed envelope referred to above to GRITCHEN - Insurance Department. You must also send any information or documents requested to justify the reason for your cancellation, and in particular :

- ✓ all photocopies of prescriptions medicines, analyses or examinations, as well as any documents proving that they have been dispensed or carried out, and in particular sickness insurance forms containing copies of the corresponding labels for medicines prescribed.
- ✓ Social Security statements or statements from any other similar organization, relating to the reimbursement of treatment costs and the payment of daily benefits,
- ✓ the original receipted invoice for the debit that you must pay to the travel agent or that the travel agent retains,
- ✓ your insurance policy number,
- ✓ the registration form issued by agency of travel,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses,
- ✓ and any other necessary documents.

In addition, it is expressly agreed that you accept in advance the principle of an examination by our medical advisor. Consequently, if you object without a legitimate reason, you will lose your rights to cover.

WHAT WE EXCLUDE

Cancellation cover does not cover the impossibility of leaving due to the physical organization, accommodation conditions or safety of the destination.

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

- ♦ An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalization between the date the holiday is purchased and the date the insurance policy is taken out,
- ♦ Any circumstance detrimental only to the simple approval,
- ♦ Pregnancy, including complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and its consequences,
- ♦ Forgetting to vaccinate,
- ♦ Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfil its contractual obligations,
- ♦ Too little or too much snow,
- ♦ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not did not result in hospitalization for more than 3 consecutive days after taking out this Policy,
- ♦ Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ♦ The consequences of criminal proceedings against you,

- ♦ Any other event occurring between the date of purchase of the insurance contract and the departure date of your trip.
- ♦ Any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract.
- ♦ The absence of hazards,
- ♦ An intentional and/or legally reprehensible act, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medication and treatments not prescribed by a doctor,
- ♦ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ♦ An act of negligence on your part,
- ♦ Any event for which the travel agency may be held responsible in application of the Tourism Code in force,
- ♦ Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft, in the case of 48 hours before departure, from passport or identity card.

2/ MISSING DEPARTURES AND RETURNS

If you miss your plane on departure or return from your trip, due to an unforeseeable event beyond your control that can be justified, except in the case of a schedule change caused by the carrier, we will reimburse you for the purchase of a new ticket for the same destination, subject to the following conditions provided you leave within 24 hours or by the first available flight and up to the amount shown in the Table of Benefits

This guarantee is valid provided that you have given yourself at least 2 hours' notice before the check-in deadline.

For a package (transport and ground services), the amount of compensation is limited to the amount indicated in the Table of Benefits.

Under no circumstances may the amount exceed the cost of cancelling the trip.

WHAT WE EXCLUDE

In addition to the exclusions common to all cover, we cannot intervene in the following circumstances:

- ♦ **Reimbursement of other benefits than a ticket,**
- ♦ **Any event for which the carrier is responsible (including staff strikes),**
- ♦ **Any event occurring between the date on which you book your travel services and the date on which you take out this policy.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

We will provide you with the information you need to make your claim, and it will be your responsibility to provide us with any documents and information that will enable us to assess the amount of your compensation, and in particular:

- the "unused" one-way air ticket,
- the passenger receipt for the ticket purchased,
- the boarding pass for the ticket purchased.

3/ FLIGHT DELAYS

If you are delayed by more than 4 hours from the scheduled time, we will reimburse you a lump sum, up to the amount indicated in the Table of Benefits.

Compensation is cumulative if the delay occurs on the outward journey, the return journey or a journey during the journey.

CONDITIONS FOR GRANTING THE GUARANTEE

The guarantee is acquired on condition that you have carried out the guaranteed journey.

This guarantee applies to the outward and/or return journeys of :

- scheduled flights, trains and boats from companies whose timetables are published,
- outward charter flights with times indicated on the outbound air ticket,
- return charter flights: time of flight confirmation provided by the travel agent.

In the event of a dispute, the "ABC WORLD AIRWAYS GUIDE" will be considered as the reference work for determining the flight schedule and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Notify GRITCHEN - Claims Department - 27, rue Charles Durand - CS 70139 - 18 021 - France
BOURGES CEDEX as soon as you return and no later than 15 days after your return. If this time limit is not respected and we suffer prejudice as a result, you will lose all rights to compensation.
- Send to GRITCHEN - Service Sinistre - 27, rue Charles Durand - CS 70139 - 18 021 - FRANCE
BOURGES CEDEX:
 - Tickets and purchase invoice, boarding pass stub,
 - a delay certificate drawn up and stamped by the transport company or its representative. This certificate must state the expected time of arrival at your destination, the actual time of arrival and must be in your name if you are unable to provide the stub of your boarding card or proof of your presence on board.
 - Any other supporting documents you may be asked to provide.

IMPORTANT:

If you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and you will therefore not be entitled to compensation. Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

WHAT WE EXCLUDE

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

- ♦ Weather conditions,
- ♦ A state of civil war or foreign war in the country of departure, transfer or arrival of the insured flight,
- ♦ If you are denied boarding on the route initially planned by the authorized organization,
- ♦ Your refusal to use the transport guaranteed,
- ♦ Flights you don't have previously confirmed;
- ♦ If the journey on which your booking was confirmed is missed, for whatever reason,
- ♦ If you are not allowed on board, due to failure to check in by the deadline, or failure to check in your baggage and/or present yourself for boarding,
- ♦ A decision by the airport authorities, civil aviation authorities or other authorities to change departure times more than 24 hours before the outward or return travel date shown on your ticket.

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

4/ LUGGAGE

We cover you, up to the amount indicated in the Table of Benefits, for your luggage, objects and personal effects, taken with you or purchased during your trip, away from your principal or secondary place of residence in the event of :

- vol,
- total or partial destruction,
- loss during transit by a transport company.

DELAYED DELIVERY OF YOUR BAGGAGE

If your personal luggage is not returned to you at the destination airport (on the outward journey) and if it is returned to you more than 24 hours late, we will reimburse you, on presentation of supporting documents, for essential items up to the amount indicated in the Table of Benefits.

However, you cannot combine this indemnity with the other indemnities under the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

In the case of precious objects, the reimbursement value may under no circumstances exceed the amount indicated in the Table of Cover.

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

- Theft of jewelry is covered ONLY when they are placed in a safety deposit box or when worn by you.
- Theft of any sound and/or image reproduction equipment and accessories is guaranteed ONLY when they are placed in a safety deposit box or when worn by you.

If you use a private car, the risk of theft is covered as long as your luggage and personal effects are locked in the boot of the vehicle and out of sight. Only theft by forcible entry is covered.

If the vehicle is parked on the public highway, cover only applies between 7 a.m. and 10 p.m.

WHAT WE EXCLUDE

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

- ♦ Theft of luggage, personal effects and objects left unattended in a public place or stored in premises shared by several people,
- ♦ Theft of any sound and/or image reproduction equipment and their accessories if they have not been placed in a locked safety deposit box when they are not being worn, which means that such equipment is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- ♦ Forgotten, lost (except by a transport company), exchanged,
- ♦ Theft without breaking and entering duly recorded and reported by an authority (police, gendarmerie, transport company, purser, etc.),
- ♦ Accidental damage due to the leaking of liquids, fatty, coloring or corrosive substances contained in your luggage,
- ♦ Confiscation of goods by the authorities (customs, police),
- ♦ Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,
- ♦ Theft from any vehicle without a boot,
- ♦ Collections, samples from sales Representatives,
- ♦ Theft, loss, omission or damage to cash, documents, books, tickets and credit cards,
- ♦ Forgotten, lost or damaged official documents: passport, identity or residence card, vehicle registration document and driving license,
- ♦ Theft of jewelry when it has not been placed in a locked safety deposit box when it is not being worn, which means that jewelry is not covered when it is entrusted to a transport company, whatever the type (air, sea, rail, road, etc.),
- ♦ Breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,

- ♦ Indirect damage such as depreciation and loss of use,
- ♦ The following items: any prosthesis, equipment of any kind, trailers, valuable securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films, as well as professional equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, beauty products and photographic film.

HOW MUCH DO WE CONTRIBUTE?

The amount indicated in the Table of Cover constitutes the maximum reimbursement for all claims occurring during the period of cover.

HOW IS YOUR ALLOWANCE CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you will be compensated on the basis of documentary evidence and on the basis of the replacement value by equivalent objects of the same nature, less any obsolescence.

For the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage or valuables. The following year, the amount reimbursed will be calculated at 75% of the purchase price. The subsequent years the value will be reduced by a further 10%.

In the event of theft, you will be compensated on the basis of documentary evidence and the replacement value of equivalent objects of the same type.

Under no circumstances is the proportional capital rule provided for in Article L.121-5 of the French Insurance Code applied.

Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and the excess.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim form must be sent to GRITCHEN

- Service Assurance, within five working days, except in cases of force majeure. If this deadline is not met and we suffer loss as a result, you will lose all rights to compensation.

The claim must be accompanied by the following information:

- ✓ a receipt of a complaint lodged with the police in the event of theft or a declaration of theft to a competent authority (police, gendarmerie, transport company, purser, etc.) in the case of theft during the holiday or loss by a transport company;
- ✓ the loss or destruction report from the carrier (sea, air, rail, road) when the luggage or objects have been lost, damaged or stolen during the period in which they were in the legal custody of the carrier.
- ✓ A copy of the list of items reported damaged or stolen, given to the transport company,
- ✓ The letter of reimbursement from the airline or transport company stating the compensation, you have received has been paid,
- ✓ Original proof of purchase for damaged or stolen items,
- ✓ In the event of late delivery, the the irregularity report drawn up by the carrier, and the baggage delivery note indicating the date and time of delivery.

If you fail to submit these documents, your rights to compensation will lapse.

The sums insured cannot be considered as proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of these goods.

You must prove, by any means in your power and by any documents in your possession, the existence and value of these items at the time of the claim, as well as the extent of the damage.

If, as justification, you knowingly use inaccurate documents or fraudulent means or make inaccurate or concealed declarations, you will forfeit all rights to compensation, without prejudice to any legal action that we may then be entitled to take against you.

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

You must notify GRITCHEN - INSURANCE SERVICE immediately by registered letter, as soon as you are informed:

- if we have not yet paid you the indemnity, you must repossess the said luggage, objects or personal effects; we are then only liable to pay for any damage or shortages.
- If we have already paid you compensation, you can opt out within 15 days:
 - ✓ or for the relinquishment of the said luggage, objects or personal effects to us,
 - ✓ or for the return of the said luggage, objects or effects personal effects for the restitution of the indemnity you have received less, where applicable, the part of this compensation corresponding to damage or shortages.

If you have not made your choice within 15 days, we will consider that you have opted to surrender your vehicle.

5/ TRIP INTERRUPTION COSTS

Following your medical repatriation organized by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you and the members of your family who are members or of a person who is a member under the present contract accompanying you, the accommodation costs already paid and not used (transport not included) pro rata temporis, from the night following the event leading to medical repatriation or hospitalization on site.

Similarly, if a member of your family who is not taking part in the trip suffers a serious illness, a serious physical injury or death, and as a result you have to interrupt your stay and we repatriate you, we will reimburse you and the members of your family who are members of the group or a person accompanying you, pro rata temporis, the accommodation costs already paid and not used (excluding transport) from the night following the date of early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and requiring your presence in order to take the necessary precautionary measures, we will reimburse you and the members of your family who are members or one person accompanying you, prorata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

This guarantee cannot be combined with the "Compensation Trip".

WHAT WE EXCLUDE

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

- ♦ **Claims for reimbursement of transport tickets,**
- ♦ **Requests for reimbursement of services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative),**
- ♦ **Interruptions to the stay where the cause was known before the start of the trip.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- original detailed invoices from the tour operator showing land and transport services,
- The invoice for the trip or the agency's registration form,
- The certificate or proof from the Insurer confirming the date of repatriation or early return and the reason for it,
- Any other document that we deem necessary to investigate the case.

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

6/ IMPOSSIBLE RETURN

The purpose of this cover is to reimburse you, on presentation of receipts, for expenses actually incurred and irrecoverable, if you are unable to travel on your return journey on the date initially planned as a result of an external, irresistible event beyond your control, that of the Organizer of the holiday and/or the transport company.

During your Trip, following the impossibility of your return on the date initially planned and the modification of this date by the organizer and/or the airline, we will reimburse you, on presentation of receipts, the hotel expenses (hotel and meals) resulting from the extension of your Stay up to the amount specified in the Table of Amounts of Cover.

This cover cannot be combined with the "Extended stay" cover in the event of assistance.

WHAT WE EXCLUDE

In addition to the exclusions common to all cover, we cannot intervene in the following circumstances:

- ♦ Epidemics, natural disasters and pollution,
- ♦ Attacks and terrorism,
- ♦ The absence of hazards,
- ♦ The consequences of a nuclear incident, civil or foreign war, riot or strike,
- ♦ The failure of the airline,
- ♦ An act of negligence on your part,

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- proof of the impossibility of travel and precise reasons for this impossibility to travel
- proof of additional expenses hotel and meal costs borne by your care.

7/ PERSONAL LIABILITY AFOREIGN

SPECIFIC DEFINITIONS

Insured

The following are deemed to be Insureds for the purposes of this cover

"Personal Liability Abroad" means persons domiciled in continental France or in the French Overseas Departments who have taken out this policy through a tour operator or travel agency.

Home

For "Personal Liability Abroad" cover, the Insured must be domiciled in continental France or in an Overseas Department.

Physical injury

Any Physical injury suffered by an individual and the resulting damage.

Material damage

Any damage to or destruction of an item or substance. Any physical harm to an animal.

Consequential non-material damage

Any pecuniary loss resulting from the total or partial deprivation of use of an asset or a right, the loss of profit, the loss of clientele, the interruption of a service or an activity, and which is the direct consequence of Physical injury or material damage covered.

Harmful event

The fact that constitutes the cause of the damage.

Absolute deductible

The sum (or percentage) which remains payable by the Insured on the amount of compensation due by the Insurer. The excess applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of compensation due by the Insurer.

Accidental pollution

The emission, dispersion, release or deposit of any solid, liquid or gaseous substance, diffused by the atmosphere, the ground or water, which results from a sudden and unforeseen event and which does not occur slowly, gradually or progressively.

Claims

Any claim for amicable or contentious compensation, made by the victim of a loss or damage or his/her beneficiaries and addressed to the Insured or the Insurer.

Civil liability

The legal obligation of all persons to make good the damage it has caused to others.

Claims

Any damage or set of damages caused to third parties, involving the liability of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is that which constitutes the cause of the damage.

A series of harmful events with the same technical cause is treated as a single harmful event.

Third party

Any person other than the Insured.

Land motor vehicle

A self-propelled vehicle (propelled by its own motive power) that moves on the ground (i.e. other than by air or sea), without being connected to a railway, and is used to transport people (even if only the driver is involved) or goods.

OBJECT OF THE GUARANTEE

The Insurer covers the Insured against the pecuniary consequences of any civil liability he may incur as a result of Physical injury, property damage or consequential loss caused to third parties in the course of his private life. Private life means any activity of a non-professional nature.

DEFENCE

The Insurer assumes the defence of the Insured under the conditions referred to in Article 34, paragraph 1.

WHAT WE EXCLUDE

Are Excluded :

- ♦ The consequences of fault intentionally by the Insured.
- ♦ Damage caused by declared or undeclared civil or foreign war, riots and civil commotion, acts of terrorism, attacks or sabotage.
- ♦ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters.
- ♦ Damage made unavoidable by the wilful act of the Insured and which causes the insurance contract to lose its character as a random contract guaranteeing uncertain events (article 1964 of the Civil Code).
- ♦ Fines and other criminal penalties personally inflicted on the Insured.
- ♦ Damage or aggravation of damage caused :
 - by weapons or devices designed to be exploded by modification of the structure of the atom's nucleus,
 - any nuclear fuel, radioactive product or waste,
 - by any source of ionising radiation (in particular any radioisotope).
- ♦ The consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the Insured, work to identify, destroy or neutralise asbestos or lead, or the use of products containing asbestos or lead.
- ♦ The consequences of contractual commitments accepted by the Insured and which have the effect of aggravating the liability which would have been incumbent on him/her in the absence of the said commitments.
- ♦ In the United States and Canada :
 - punitive damages or exemplary damages,
 - pollution damage.
- ♦ Damage of the kind referred to in Article L. 211-1 of the Insurance Code on compulsory motor insurance and caused by motorized land vehicles, their trailers or semi-trailers owned, kept or used by the Insured (including due to the fact or fall of accessories and products used in the use of the vehicle, and of the objects and substances it carries).

- ♦ Consecutive material and immaterial damage caused by fire, explosion or water damage in buildings owned, rented or occupied by the Insured.
- ♦ Thefts committed in the above-mentioned buildings to the previous exclusion.
- ♦ Material damage (other than that referred to in the two previous exclusions) and consequential immaterial damage caused to property in the custody, use or safekeeping of the Insured responsible.
- ♦ The consequences of air, sea, river or lake navigation using equipment owned, kept or used by the Insured.
- ♦ Damage caused by weapons and ammunition the possession of which is prohibited and which the Insured owns or possesses without prefectural authorization.
- ♦ Damage resulting from hunting that is covered by compulsory insurance.
- ♦ Damage caused by animals other than pets.
- ♦ Damage caused by dogs in the first category (attack dogs) and second category (guard and defence dogs), as defined in article 211-1 of the French Rural Code, and by wild animals tamed or kept in captivity, as mentioned in article 212-1 of the French Rural Code, whether stray or not, of which the Insured is the owner or keeper (law no. 99-5 of 6 January 1999 on dangerous and stray animals and animal protection).
- ♦ The consequences:
 - the organization of sporting competitions;
 - the practice of sports as a holder of the sports federation license ;
 - air or water sports.

It is specified that for all claims occurring in the USA, CANADA, the costs of expert appraisal fees, lawyers' fees, legal fees and court costs are included in the amount of guarantees and subject to the application of the excess.

WARRANTY PERIOD

Cover under this policy is triggered by the harmful event and covers the Insured against the financial consequences of claims, if the harmful event occurs between the initial effective date of cover and its cancellation or expiry date, regardless of the date of the other constituent elements of the claim (article L. 124-5 of the Insurance Code).

AMOUNT OF COVER

The amounts of cover expressed per claim constitute the limit of the Insurer's commitment for all claims relating to the same harmful event. The date of the claim is the date of the harmful event. The conditions and amounts of cover are those in force on that date. The amount of cover is fixed as indicated in the Table of Cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Please contact :

**MUTUAIDE - INSURANCE DEPARTMENT
TSA 20296 - 94368 BRY SUR MARNE CEDEX**

PRICE MAINTENANCE (OPTIONAL)

If the price of your trip is revised between the date of booking and the date of payment of the balance of your trip, but not less than 20 days before departure, we guarantee, up to the limit set out in the Table of Benefits, reimbursement of the additional costs resulting from an increase in the price of the trip.

Our guarantee applies only in the event of :

- ✓ Increase in fuel surcharge: variation in the cost of air transport, directly linked to the increase in the cost of fuel (measured on the basis of the JET CIF NWE index as a weekly average), occurring between the date of booking and the date of settlement of the balance of your trip, but not less than 20 days before departure.

- ✓ Increase in the cost of taxes and charges, such as landing, embarkation or disembarkation at airports between the date of booking and the date of payment of the balance of your trip, provided that this date is not less than 20 days before departure.
- ✓ Changes in the exchange rate between the date of reservation and the date of payment of the balance of your trip, but not less than 20 days before departure.

An increase in the price of your trip for any reason other than those mentioned above does not entitle you to a refund. Only complaints submitted in a single file after the final invoice has been drawn up and the balance paid to the travel agency will be taken into account.

THE AMOUNT OF THE GUARANTEE

We will pay up to the amounts shown in the Table of Benefits.

EXCLUSIONS FROM COVER

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

- ✓ **An increase in the price of your trip following the reservation of new services or following a change to your initial booking ;**
- ✓ **An increase in the price of your trip following a failure of any kind, including the organizer of your trip or the carrier, making it impossible to fulfil its contractual obligations.**

Intervention threshold: We cover the additional costs between the date of booking and the date of payment of the balance of your trip, provided that this date is not less than 30 days before departure, provided that the amount of this increase in the price of your trip is greater than the amount indicated in the Table of Amounts of Cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- Invoice from the organizer or bulletin initial booking,
- A photocopy of the registered letter or the invoice issued by the organizer of the notifying the revision of the price of the trip,
- The paid amended invoice.

Additional information on the rise in currencies:

- the currency rate used (for the price of the trip and the date) development of the latter),
- the currency rate used to calculate the adjustment and the date of the readjustment,
- the portion impacted by the rise in exchange rates (as a percentage and in euros).

SNOWMOBILE DEDUCTIBLE BUYBACK - OPTIONAL

NATURE OF THE GUARANTEE

Following a collision for which you are deemed to be responsible, resulting in material damage to the rented vehicle or in the event of theft of the vehicle, we will reimburse you, up to the limit indicated in the Table of Coverages, all or part of the excess specified in the rental contract and payable by you, corresponding to the cost of repairing or restoring the rented vehicle.

EFFECT OF THE GUARANTEE

Provided you have taken out this insurance and paid the corresponding premium, cover takes effect as soon as the contract expires under the same conditions when you return the keys of the rented vehicle to the lessor.

LIMITATION OF WARRANTY

Compensation will be paid up to the limit indicated in the Table of Cover, and in addition to the cover provided by the hire company's contract, without in any case exceeding the amount of the excess for which you are liable.

TOWING COSTS EXTENSION

Following a collision for which you are deemed to be responsible, resulting in material damage to the rented vehicle or if the vehicle is found after being stolen, we will reimburse you, up to the amount indicated in the Table of Benefits, for the cost of towing the rented vehicle, which the rental company invoices to you.

EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES", we cannot intervene in the following circumstances:

- ♦ **all events not indicated in the "Nature of cover" article and in the "Towing costs extension" article are excluded from cover,**
- ♦ **wear and tear on the vehicle,**
- ♦ **damage caused by a construction defect,**
- ♦ **expenses other than the cost of repairing or replacing the vehicle (with the exception of towing costs invoiced to the Insured by the hire company),**
- ♦ **accidents caused by a blood alcohol level higher than the maximum authorized by current French legislation or under the influence of illegal substances,**
- ♦ **damage caused by the confiscation, removal or requisition of the vehicle by the police authorities,**

- ♦ **damage, if the Insured has not voluntarily complied with the driving and safety rules (including, in particular, the 15-metre safety distance between snowmobiles) relating to the activity of snowmobiles or if they are caught in the act of damaging the rented vehicle,**
- ♦ **damage to equipment supplied with the vehicle (helmets, clothing, etc.).**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Please contact:

**MUTUAIDE
SERVICE ASSURANCE
TSA 20296
94368 BRY SUR MARNE CEDEX**

And provide all the supporting documents you are asked to provide, in particular:

In the event of an accident:

Booking form from the hire company, report indicating the circumstances, causes and consequences, as well as the name and address of those responsible.

In the event of theft:

Booking form from the hire company, Receipt of complaint or declaration to a competent authority (police, etc.), gendarmerie...).

ARTICLE 3 - DESCRIPTION OF COVER PERSONAL ASSISTANCE

You are ill, injured or die during an insured trip. We intervene under the following conditions:

REPATRIATION OR MEDICAL TRANSPORT:

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

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

The decision to repatriate is taken by our medical officer, after consulting the occasional attending physician and, if necessary, the family doctor.

When you are repatriated, and if prescribed by our medical advisor, we will organize and pay for the transport of a companion to accompany you.

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

REPAIR FROM ACCOMPANYING PERSONS

You are medically repatriated or you die during a guaranteed trip.

If they are unable to return by the means initially planned, we organize and pay for transport home for the members of your beneficiary family or an insured person accompanying you when the event occurs, by 1^{ère} class train or economy class airliner.

REPATRIATION OF CHILDREN UNDER THE AGE OF 18

If you are ill or injured and there is no-one to look after your children under the age of 18 years of age, we will organize and pay for the return journey by 1^{ère} class train or economy class airliner of a person of your choice or one of our hostesses to bring them back to your home or that of a member of your family.

VISIT FROM A RELATIVE

You are hospitalized on site on the decision of our medical team, prior to your medical repatriation, for a period of more than 5 days. We will organize and pay for return transport by 1^{ère} class train or economy class airliner for a member of your family living in the same country as you, as well as their accommodation costs (room and breakfast) to come to your bedside.

We will pay for his accommodation up to the amount indicated in the Table of Benefits.

Any catering or other expenses will in all cases be borne by the person concerned.

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

STAY EXTENSION

You are hospitalized during a covered trip and our doctors judge that this hospitalization is necessary beyond your initial return date.

We will cover the cost of accommodation (room and breakfast) for members of your family who are beneficiaries or for an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Benefits.

Only medical requirements are taken into account consideration in granting this guarantee.

Any catering or other expenses will in all cases be borne by the person concerned.

This guarantee cannot be combined with the "Visit from a relative.

HOTEL COSTS

If you are obliged to extend your stay for proven medical reasons, without hospitalization and with the agreement of the medical advisor, we will organize and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured accompanying person, up to the amount indicated in the Table of Benefits.

CONTINUED STAY

If you are no longer hospitalized and the local doctors recommend that you continue your trip, we will organize and pay for the cost of additional transport by economy class scheduled air or 1st class train for the continuation of the tour, subject to approval by our medical advisor.

Under no circumstances may the cost of continuing the stay exceed the cost of repatriation home.

FEES MEDICAL (OUTSIDE FROM COUNTRY OF RESIDENCE)

When medical expenses have been incurred with our prior agreement, we will reimburse you for the part of these expenses that has not been covered by any insurance organizations to which you are affiliated.

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

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

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

In the event that the insurance organization to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to you providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the insurance organization.

This benefit ceases on the day we are able to repatriate you.

Type of expenses eligible for reimbursement (subject to prior agreement) :

- medical fees,
- the cost of medicines prescribed by a doctor or surgeon,
- the cost of an ambulance prescribed by a doctor for transport to hospital and only if the insurance company refuses to cover the costs,
- hospitalization costs, provided that you are deemed untransportable by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalization costs incurred from the day on which we are able to repatriate you are not covered),
- emergency dental expenses (up to the amount indicated in the Table of Benefits) Guarantees, with no excess).

EXTENSION OF BENEFIT: ADVANCE PAYMENT OF HOSPITALIZATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

We can, within the limit of the amounts covered as stated above, advance the cost of hospitalization that you incur outside your country of residence, subject to the following cumulative conditions:

- MUTUAIDE ASSISTANCE's doctors must decide, after gathering information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.

- the treatment to which the advance applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- you or any person authorized by you must formally commit to this by signing a specific document provided by MUTUAIDE ASSISTANCE when the present service is implemented:
 - to take steps to cover the costs of costs to the insurance organizations within 15 days of the date on which the necessary information is sent to them by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE the sums received in this respect from insurance organizations within one week of receipt of these sums.

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

In order to preserve our rights at a later date, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the necessary steps with the social security bodies and reimbursing us the sums received.

If you do not take the necessary steps to have the costs covered by the insurance bodies within the time limit, or if you do not present to MUTUAIDE ASSISTANCE within the time limit the certificate from these insurance bodies stating that the costs have not been covered, you will under no circumstances be able to claim the "medical expenses" benefit and you will have to reimburse all the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

SENDING MEDICINES ABROAD

During a covered trip outside your country of residence, you are deprived of medicines essential to your health, following loss or theft. We will pay for the search for and transport of these medicines, in the event that these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE doctors cannot be found locally (subject to you obtaining the contact details of your treating doctor).

We will ship the medicines by the fastest means available, subject to local and French legal constraints.

You are responsible for customs duties and the cost of purchasing medicines.

REPATRIATION OF THE BODY

You die during a covered trip. We organise the repatriation of your body to the place of burial in your country of residence.

In this context, we are responsible for :

- ✓ The cost of transporting the body,
 - ✓ Costs relating to conservation care required by the applicable legislation,
 - ✓ Costs directly incurred in transporting the body (handling, fittings, etc.).
- specific to transport, packaging) up to the amount indicated in the Table of Cover.

EARLY RETURN

If you have to interrupt your trip prematurely in the cases listed below, we will pay your additional transport costs and those of the beneficiary members of your family or a person insured under this contract accompanying you, if the transport tickets planned for your return and theirs cannot be used as a result of this event, on the following conditions on the basis of a 1st class train ticket or an economy class air ticket.

We intervene in the event of :

- hospitalization of a member of your family, a person responsible for looking after your minor and/or disabled child at home, or your professional replacement.
- death of a member of your family, a person responsible for looking after your minor and/or disabled child at home, or your professional replacement,
- serious loss affecting your main residence in your country of residence.

LEGAL ASSISTANCE ABROAD

While travelling outside your country of residence, you may be liable to prosecution or imprisonment for failure to comply with or involuntary violation of local laws and regulations.

We will advance the deposit required by the local authorities to allow your provisional release, up to the amount shown in the Table of Benefits.

This advance must be reimbursed within one month of our request for reimbursement. If the penal deposit is reimbursed to you before this deadline by the authorities of the country, it must be returned to us immediately.

We can reimburse you, up to the amount indicated in the Table of Cover, for the fees of any legal representatives that you may be required to call upon if legal action is taken against you, provided that the acts complained of are not punishable under the law of the country.

This cover does not apply to events connected with your professional activity or the safekeeping of a motorised land vehicle.

SEARCH AND RESCUE COSTS

We will pay, up to the amount indicated in the Table of Benefits, the cost of search and rescue at sea or in the mountains following a life-threatening event. Only costs invoiced by a company duly approved for these activities may be reimbursed.

Under no circumstances can we take the place of local emergency services.

TRANSMISSION OF URGENT MESSAGES

You are unable to contact someone in your country of residence. We will forward the message if you are unable to do so.

Messages must not be of a serious or sensitive nature. Messages are the sole responsibility of their authors, who must be identifiable. We only act as an intermediary for their transmission.

CASH ADVANCE (abroad only)

During an insured trip outside your country of residence, your means of payment or official papers (passport, national identity card, etc.) are lost or stolen.

Just call us and we'll tell you what you need to do (lodge a complaint, renew your papers, etc.).

The information provided is of a documentary nature covered by article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds up to the amount indicated in the Table of Benefits, against an acknowledgement of debt submitted to MUTUAIDE ASSISTANCE.

This advance is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.

In the event of non-payment, we reserve the right to initiate all necessary collection proceedings.

PSYCHOLOGICAL SUPPORT

In the event of significant trauma following an insured event, we can, at your request, put you in touch with a psychologist by telephone, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.

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

ARTICLE 4 - DESCRIPTION OF COMPLEMENTARY PERSONAL ASSISTANCE GUARANTEES

If, during your trip, you are the victim of an illness or accident requiring emergency hospitalization for more than 48 hours and repatriation, we will provide you with additional services and benefits, provided that you submit a request to us within fifteen days of your return home.

These services are only available in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided you contact us no later than 7 p.m. the day before.

SICK GUARD

In the event of illness, when you return home, we will arrange and pay for a nurse to be sent to your bedside, up to the limit set out in the Table of Benefits. The nurse does not replace a health professional such as a nurse or doctor to provide care.

DELIVERY FROM MEALS AND FROM HOUSEHOLD SHOPPING

If you are unable to travel away from home, we will organize and pay for the cost of delivering your shopping, subject to local availability, up to the limit set out in the Table of Benefits.

We will also organize and pay for meal delivery costs, subject to local availability, up to the amount indicated in the Table of Benefits.

HOUSEHOLD HELP

If you are unable to carry out the usual household chores yourself, we will find, assign and take charge of a household helper up to the limit indicated in the Table of Benefits.

CHILDCARE

If you have children under 16 living at home:

- or we organize and pay for their care at your home between 7 a.m. and 7 p.m., subject to local availability, up to the duration specified in the Table of Benefits. The person responsible for looking after your children may, if no relative is available, take them to school or the crèche and return to collect them;
- or we can provide one of your relatives living in mainland France with a return ticket (train or plane) so that he or she can come to your home to look after them;
- or we can provide your children with a return ticket (train/plane) to go to the home of one of your relatives living in mainland France. They will be accompanied by a hostess appointed by us.

EDUCATIONAL SUPPORT FOR CHILDREN UNDER THE AGE OF 18

If, following an accident or illness, your child under the age of 18 is immobilized for more than 15 consecutive days, resulting in absence from school for the same length of time, we will organize and pay for private lessons with a tutor, subject to local availability, up to the limit indicated in the Table of Benefits.

Our guarantee applies from the first month of immobilization and during the current school year for children in primary and secondary education (1st and 2nd cycle).

PET-SITTING

If, as a result of an accident or illness, you are unable to keep your pets (dogs and cats), we will organise and pay, subject to local availability, the cost of keeping your pets for the period specified in the Table of Benefits, provided that they have received the compulsory vaccinations.

MAIN RESIDENCE ASSISTANCE

If, during your trip abroad, your home is flooded, suffers a fire or is burgled and the damage is such that precautionary measures are required. We will cover your accommodation costs, up to the limit specified in the Table of Cover, if your home is uninhabitable as a result of the damage.

This benefit is only payable in France.
metropolitan France.

ARTICLE 5 - EXCLUSIONS FROM PERSONAL ASSISTANCE AND ADDITIONAL PERSONAL ASSISTANCE

We do not intervene in this case:

- ♦ Travel undertaken for diagnostic and/or treatment purposes,
- ♦ Medical and hospitalization expenses in country of residence,
- ♦ Drunkenness, suicide or attempted suicide and their consequences,
- ♦ Any voluntary mutilation of the Beneficiary,
- ♦ Benign illnesses or injuries that can be treated locally and/or that do not prevent the Beneficiary from continuing his/her trip,
- ♦ Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36^{ème} week, voluntary interruption of pregnancy and the aftermath of childbirth,
- ♦ Convalescence and illnesses undergoing treatment, not yet consolidated and involving a risk of sudden aggravation,
- ♦ Previously diagnosed illnesses requiring hospitalization

in the 6 months prior to the date of departure,

- ♦ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ♦ The cost of prostheses: optical, dental, acoustic, functional, etc.
- ♦ The consequences of infectious risk situations in an epidemic context that are subject to quarantine, preventive measures or specific monitoring by the international and/or local health authorities in the country where you are staying and/or the national health authorities in your country of origin.
- ♦ The cost of spa treatments, beauty treatments, vaccinations and related expenses,
- ♦ Stays in nursing homes and related expenses,
- ♦ Rehabilitation, physiotherapy, chiropractic treatment and related expenses,
- ♦ Planned hospitalizations.

ARTICLE 6 - GENERAL EXCLUSIONS

We do not intervene in this case:

- ♦ Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- ♦ Catering and hotel expenses, except those specified in the text of cover,
- ♦ The damage caused intentionally by the Beneficiary and those resulting from his/her participation in a crime, misdemeanor or brawl, except in the case of legitimate self-defense,
- ♦ The amount of convictions and their consequences,
- ♦ The use of narcotics or non medically prescribed,
- ♦ Alcohol impairment,
- ♦ Customs duties,

- ♦ Participation as a competitor in a competitive sport or rally competitions leading to a national or international ranking organized by a sports federation for which a license has been issued, as well as training for these competitions,
- ♦ Professional practice of any sport,
- ♦ Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ♦ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- ♦ Expenses incurred after returning from the trip or expiry of the warranty,
- ♦ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,
- ♦ Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorized by the local authorities,
- ♦ Official bans, seizures or coercive measures,
- ♦ The use by the Beneficiary of equipment air navigation,
- ♦ The use of devices of war, explosives and firearms,
- ♦ Damage resulting from intentional or reckless misconduct on the part of the Beneficiary in accordance with Article L.113-1 of the French Insurance Code,
- ♦ Suicide and attempted suicide,
- ♦ Epidemics, pollution and natural disasters,
- ♦ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- ♦ The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

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

ARTICLE 7 - OPERATING RULES ASSISTANCE SERVICES

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

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

In order to benefit from a service, MUTUAIDE ASSISTANCE may ask the Beneficiary to prove the status he is invoking and to produce, at his own expense, the documents proving this right.

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

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

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

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

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

ARTICLE 8 - CONDITIONS FROM REFUND

Reimbursements to the Beneficiary can only be made by us on presentation of the original receipted invoices corresponding to expenses incurred with our agreement.

Requests for reimbursement should be sent to :

MUTUAIDE ASSISTANCE
Claims Management Department
8-14, Avenue des Frères Lumière
94368 BRY SUR MARNE CEDEX

ARTICLE 9 - TREATMENT FROM COMPLAINTS
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1. If you have any disagreement or dissatisfaction with the implementation of your contract, please let MUTUAIDE know by calling 01.55.98.51.30 or by writing to medical@mutuaide.fr for the Assistance benefits listed below:

- ✓ Repatriation or medical transport
- ✓ Repatriation of accompanying persons

- ✓ Repatriation of children under the age of 18
- ✓ Visit from a relative
- ✓ Extended stay
- ✓ Hotel costs
- ✓ Continuation of stay
- ✓ Repatriation of bodies
- ✓ Early return
- ✓ Legal assistance abroad
- ✓ Medical expenses outside the country of residence
- ✓ Payment of search and rescue costs
- ✓ Transmission of urgent messages

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

MUTUAIDE
CUSTOMER QUALITY
SERVICE
8/14 AVENUE DES FRERES LUMIERE
94368 BRY-SUR-MARNE CEDEX

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

If the disagreement persists, you can refer the matter to the Médiation de l'Assurance by post to:

Insurance Mediation
TSA 50110
75441 Paris Cedex 09

2. If you have any disagreement or dissatisfaction with the implementation of your policy, please let GRITCHEN know by writing to sinistre@declare.fr for the insurance coverages listed below:

- ✓ Cancellation
- ✓ Missed flight
- ✓ Flight delays
- ✓ Luggage
- ✓ Trip interruption costs
- ✓ No way back
- ✓ Price maintenance (optional)
- ✓ Repurchase of snowmobile excess (optional)

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

MUTUAIDE
Insurance
Department TSA
20296
94368 Bry sur Marne Cedex

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

If the disagreement persists, you can refer the matter to the
Médiation de l'Assurance by post to:

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

3. In the event of any difficulty regarding the implementation of Personal Liability cover abroad, the Policyholder or the Insured may address their complaint to :

**TOKIO MARINE EUROPE SA (TOKIO MARINE HCC)
6-8 boulevard HAUSSMANN - CS 40064 - 75 441
PARIS CEDEX 09
Tel : 01 53 29 30 00 - Fax : 01 42 97 43 87
Or reclamations@tmhcc.com**

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

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

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

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

ARTICLE 10 - DATA COLLECTION

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

- the answers to questions questions are

In the event of misrepresentation or omission, the consequences may be the nullity of the contract (article L 113-8 of the Code des Assurances) or the reduction of benefits (article L 113-9 of the Code des Assurances),

- The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the time periods stipulated by the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for the conclusion, management and performance of the Insurance Contract and cover, its delegates, agents, partners, sub-contractors and reinsurers in the performance of their duties.

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

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

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

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

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

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

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

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

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

- In its capacity as Insurer, it is authorized to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.
- Personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

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

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

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

- by e-mail: to DRPO@MUTUAIDE.fr
- or
- by post: by writing to the following address: Data Protection Representative - MUTUAIDE ASSISTANCE - 8/14 Avenue des Frères Lumière - 94368 Bry-sur-Marne.

After making a request to the Representative Data Protection Officer and receiving no response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 11 - SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated its intervention. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Beneficiary against this company or institution.

ARTICLE 12 - LIMITATION PERIOD

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

However, this period does not run :

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

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

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

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

Please note that :

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

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

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

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

The limitation period may also be interrupted by :

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

ARTICLE 13 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

ARTICLE 14 - FALSE DECLARATIONS

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

- Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 of the French Insurance Code.
- Any omission or misrepresentation on your part that is not proven to be made in bad faith will result in the termination of the contract 10 days after the notification that will be sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.

ARTICLE 15 - SUPERVISORY AUTHORITY

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