



**CONTRACT VPG / England
Cancellation N°7149**

INFORMATION NOTICE


voyage privé



INFORMATION NOTICE ABOUT CONTRACT NO. 7149

HOW TO CONTACT OUR ASSISTANCE SERVICE MUTUAIDE ASSISTANCE

126, rue de la Piazza- CS 20010 – 93196 NOISY-LE-GRAND CEDEX
7 days/week- 24 hours/day

- **by phone from France: 01.55.98.58.14** (Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.14 preceded by the local access code for international calls** (Call not surcharged, cost according to operator, call may be recorded)
- **by fax: 01. 45.16.63.92**
- **by e-mail: voyage@mutuaide.fr**

To permit us to intervene under the best conditions, remember to prepare the following information that will be requested during your call:

- The number of your contract,
- Your last and first names,
- Your home address,
- The country, city or town where you are at the time of the call,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

At the time of the first call, an assistance case number will be provided to you. Provide it each time that you are in contact with our Assistance Service.

HOW TO CONTACT OUR INSURANCE SERVICE MUTUAIDE – Service Assurance

TSA 20296 – 94368 BRY-SUR-MARNE CEDEX
Monday to Friday from 2:00 p.m. to 5:00 p.m.

- **by phone from France: 01.55.98.58.15** (Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.15 preceded by the local access code for international calls** (Call not surcharged, cost according to operator, call may be recorded)
- **by e-mail: MyTripAssurance@voyage-prive.mutuaide.fr**

Remember to gather the following information that will be requested during your call:

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

At the time of the first call, an insurance case number will be provided to you. Provide it each time that you are in contact with our Insurance Service.

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
1 / ANNULATION Cancellation for medical reasons (A1). Including: <ul style="list-style-type: none"> • Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic • Cancellation for denied boarding following temperature measurement • Insured designated as having been in close contact (Covid 19) in the 10 days preceding departure • Insured declared positive for a PCR or antigen test in the 14 days preceding departure or boarding Cancellation for all except (A2)	(A1) 8,000 £ per person / 10% deductible, minimum of 35 £ per person (A2) 8,000 £ per person / 20% deductible, minimum of 50 £ per person
2 / MISSED DEPARTURE (B) 3 / DEPARTURE IMPOSSIBLE Expenses for return home (C1) Expenses for postponement (C2)	(B) Cover for a new ticket for a departure within 24 hours up to the limit of 1200 £ per person / Deductible of 20% of the value of the new ticket (C1) 100 £ per person (C2) Set compensation of 5% or 150 £ per person
4/ FLIGHT DELAY (D)	(D) Set compensation of 30 £ per hour or 150 £
ASSISTANCE GUARANTEES	CEILING
1 / REPATRIATION ASSISTANCE Advice before departure (A) Teleconsultation before departure (B)	(A) Advice by telephone (B) 1 call

* by train 1st class or plane economy class.

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

Us, the Insurer

For Assistance and Insurance cover excluding Civil Liability Private Life Abroad, the Insurer is MUTUAIDE ASSISTANCE- 126, rue de la Piazza- CS 20010- 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € - Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution- 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09- 383 974 086 RCS Bobigny- VAT FR 31 383 974 086.

For Civil Liability Private Life cover, the Insurer is GROUPAMA RHONES ALPES AUVERGNE.

Serious bodily injury

Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the discontinuation of all professional or other activity.

Attack

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

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

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

Insured

Natural person duly insured under this contract and hereafter referred to as “you”. These people must reside in France, in the French overseas departments and territories or sui generis communities or in Europe.

Injury

Sudden decline in health resulting from the sudden action of an unintentional external cause on the part of the victim observed by a competent medical authority

Natural Disaster

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

COM

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

Definition of personal assistance

Personal assistance includes all the services implemented in the event of illness, injury or death of the persons covered, during a covered trip.

Guaranteed travel

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

Domicile

Domicile is considered as the main and usual place of residence in France, in the French overseas departments and territories or sui generis communities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis communities

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

DROM

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

Duration of the guarantees

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

Epidemic

Abnormally high incidence of an illness during a given period and in a given region.

Foreign

Any country outside your home country.

Europe

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

Events covered for assistance

Illness, injury or death during covered travel.

Guaranteed insurance events

Depending on the products chosen:

- Cancellation
- Missed departure
- Departure impossible

Execution of services

The services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. As a result, no expenses made under the authority of the Insureds may be reimbursed by MUTUAIDE ASSISTANCE.

Deductible

Portion of the claim left as the responsibility of the Insured Party provided for in the contract in the event of compensation following a claim. The deductible can be expressed as an amount, percentage, in days, hours, or kilometres.

Long-haul

“Long-haul” refers to travel to countries not listed in the “Medium-haul” definition.

Illness

Sudden and unforeseeable decline in health as observed by a competent medical authority, or which may be observed by a positive result in an antigen test and/or PCR in asymptomatic cases.

Serious illness

Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and 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 adjusted in proportion to the number of victims.

Family members

Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common

law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

Medium-haul

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

We organise

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

We cover

We finance the service.

Nullity

Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

Pandemic

Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

Mediterranean countries

Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

Quarantine

Isolation of the person, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading said illness in the context of an Epidemic or Pandemic.

Claim

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

Territoriality

Whole world.

ARTICLE 2 – DESCRIPTION OF THE INSURANCE GUARANTEES

1 / CANCELLATION

CANCELLATION FOR MEDICAL REASONS

The cover is granted to you for the reasons and circumstances listed below to the exclusion of all others, within the limit indicated in the Table of Guarantees:

- **Illness and serious Illness (including serious Illness following an Epidemic or Pandemic declared within 30 days prior to departure), Serious bodily injury or death, including the aftermath, sequelae, compilations or aggravation of an Illness or accident, observed before reserving your trip and involving:**

- yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
- your brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of the subscription,
- the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

- **Complications of pregnancy up to the 28th week.**

- and which involves the absolute cessation of any professional or other

activities and provided that at the time of departure, you are not more than 6 months pregnant or,

- if the nature of the trip is incompatible with the condition of pregnancy, provided that you are not aware of your condition at the time of booking.

- **Absence of vaccination**

- in the event that the insured was not aware that the country of destination would impose a vaccine and he no longer has time to proceed with the vaccine (injection of two doses).
- contraindication of vaccination or the after-effects of vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

- **Refusal of boarding following a temperature measurement** of the Beneficiary/Insured or a positive result of a PCR and/or antigenic test **on arrival at the departure airport.** (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

- **The fact that the Insured is declared a “contact case” or positive result from a PCR and / or antigen test in the 14 days prior to departure.**

The Insured must provide proof issued by the competent authorities declaring him a «contact case» as well as the result of the PCR test or equivalent. In the absence of these supporting documents, no compensation will be possible.

It is up to you to establish the reality of the situation giving rise to the right to our services; as such, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

CANCELLATION FOR ALL EXCEPT

The guarantee is also granted to you, within the limit indicated in the Table of Guarantees, for **any other random event, whatever it is, constituting an immediate, real and serious obstacle**, preventing your departure and/or participation in the activities planned during your stay. Random event refers to any sudden, unforeseeable circumstance beyond the control of the Insured which justifies cancellation of the trip. The random event must have a direct causal link to the inability to leave.

AMOUNT OF THE GUARANTEE

The compensation paid in application of this Contract may in no case exceed the price of the trip declared when subscribing this Contract and within the limits provided for in the Table of Benefits.

We will reimburse you for the amount of the cancellation fees billed according to the conditions of the cancellation scale listed in the general conditions of the travel agency.

Administrative fees of less than 50 euros, tips, fees for a visa and the premium paid in exchange for subscription of this Contract are not refundable.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

Two steps

- 1/ From the first signs of illness or upon becoming aware of the event giving rise to the guarantee, you must **IMMEDIATELY notify your travel agency.**

If you later cancel the trip with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special terms of sale of the travel agency.

- 2/ Furthermore, you must report the incident to MUTUAIDE – Service Assurance within five working days following the event that triggers the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- in case of illness or accident, a medical certificate and/or an administrative hospitalization certificate specifying the origin, nature, severity and

- foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status record,
- in other cases, any document of confirmation justifying the reason for your cancellation.

You must provide MUTUAIDE – Service Assurance with the documents and medical information necessary for examination of your case, using the pre-printed “Service Médical” envelope, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your attending physician and send them by means of the pre-printed envelope mentioned above, to MUTUAIDE- Service Assurance.

You must also send any information or documents that will be requested to justify the reason for your cancellation and, in particular:

- All photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- The original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- The number of your insurance contract,
- the registration form issued by the travel agency,
- 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, if applicable, of the witnesses,
- in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

WHAT WE EXCLUDE

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

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

- Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,
- Any circumstance that is only a mere inconvenience,
- Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- Forgotten mandatory vaccination,
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- The lack or excess of snow,
- Pollution, local health situation, natural as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any event occurring and known by the Insured between the date of booking the trip and the date of enrolment in the insurance contract.
- The absence of hazard,
- An intentional and/or reprehensible act under the Law applicable to the

Insured, the consequences of alcoholic states and the consumption of drugs, any narcotic, drugs and treatments not prescribed by a doctor,

- **The simple fact that the geographical destination of the trip is strictly discouraged by the local authorities,**
- **Due to an act of negligence on your part,**
- **Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,**
- **Failure to present, for any reason whatsoever, documents essential for the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding the departure, of a passport or identification card.**

2 / MISSED DEPARTURE

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

This guarantee is acquired provided that you have left a lead time of at least 2 hours before the check-in deadline.

For a set price (transport and land services), the amount of compensation is limited to the amount indicated in the Table of Guarantees.

In any case, the amount may be greater than that resulting from cancellation of the trip.

WHAT WE EXCLUDE

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

- **Reimbursement of services other than a transport ticket,**
- **Any event falling under the liability of the transporter (including staff strike),**
- **Any event that has occurred and is known by the Insured between the date of booking your travel services and the date of enrolment in this contract.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

We will provide you with the information necessary to file your claim and it will be up to you to provide us with any document and information making it possible to calculate the amount of your compensation and, in particular:

- the “unused” ticket for the outbound flight,
- the passenger receipt for the repurchased ticket,
- the boarding pass for the repurchased ticket.

3/ DEPARTURE IMPOSSIBLE

The purpose of this cover is to compensate you according to the Table of Guarantees in the event of cancellation of your stay by the travel agency and/or the Airline or due to the impossibility of returning on the date initially scheduled, following a climatic or natural event of abnormal intensity, pollution, unknown at the time of booking, unforeseeable, unavoidable and beyond your control, that of the travel agency and/or the Airline and putting the direct or indirect safety of travellers at risk, and calling into question the normal course of the trip initially planned.

AMOUNT OF THE GUARANTEE

In the event of cancellation of your stay by the travel agency and/or the Airline, we will reimburse you, with supporting documents, for the cost of the return trip to your home, up to the amount indicated in the Table of Guarantees, if you are on site when cancellation of the stay is announced.

By transport costs we mean the sums you have spent to take one of the following forms of transport: Taxi, bus, RER, metro, train, costs for car rental as well as costs arising from the use of one's personal car (gasoline and toll costs).

In the event of a trip postponed by you with the travel agency to a new date, we will reimburse you for the postponement costs, with compensation up to the amount indicated in the Table of Guarantees. These postponement costs are paid up to a limit of once per person and per year, as compensation following postponement of the first trip.

This guarantee only takes effect for trips postponed to a later date within the limit of one year from the date of cancellation of the trip and accepted by you. No compensation will be paid in the event of cancellation without postponement.

This guarantee cannot be combined with the other guarantees related to the cancelled trip. The postponed trip will be the subject of a new insurance subscription.

WHAT WE EXCLUDE

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

- the absence of hazard,
- a nuclear incident, civil or foreign war, an attack, riot or strike,
- failure of the travel agency or the Airline,
- an act of negligence on your part,
- cancellation/ postponement in case of an insufficient number of participants in the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation. You must provide all the documents that will be requested to justify the impossible departure.

4/ LATE TRANSPORT

If you are more than 4 hours late from the time specified in your sale contract, we will reimburse you a set amount, within the limit of the amount indicated in the Table of Guarantees.

Compensation is cumulative if the delay occurs for the outbound trip, the return trip or for a stopover.

THE CONDITIONS FOR GRANTING THE GUARANTEE

The guarantee is acquired provided that the covered trip is taken.

This guarantee is valid for the outbound and/or inbound trips of:

- regular flights, trains, boats of companies whose timetables are published,
- outbound charter flights, the times of which are indicated on the outbound flight bulletin,
- inbound charter flights: time of flight confirmation communicated by the travel agency.

In the event of a dispute, the "ABC WORLD AIRWAYS GUIDE" is considered as the source of reference for determining the schedule of flights and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Notify MUTUAIDE - Service Assurance upon your return and at the latest

within 15 days after your return. If this time frame is not respected and, as a result, we incur a loss, you will lose all entitlement to compensation.

- Provide to MUTUAIDE – Service Assurance:
 - The tickets and the purchase invoice for them, the stub of the boarding pass,
 - a certificate of delay established and stamped by the transport company or its representative. This certificate must include the expected arrival time at the destination, the actual arrival time recorded and must be nominative if you are unable to provide the stub of your boarding pass or proof of your presence on board.
 - Any other supporting documentation that could be requested of you.

IMPORTANT:

Should you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and, therefore, you will not be able to be compensated. Furthermore, a person who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit any right to compensation.

WHAT WE EXCLUDE

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

- Weather conditions,
- A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,
- Your refusal of boarding for the trip initially planned by the authorized organization,
- Your refusal to use the covered transport,
- Flights that you have not previously confirmed;
- Missing the trip for which your reservation was confirmed for any reason,
- Your refusal of boarding due to failure to respect the deadline for check-in, that for baggage and/or for presentation for boarding,
- A decision by the airport authorities, civil aviation authorities, or other authorities having announced the change in departure times more than 24 hours before the outbound or return travel date shown on your ticket.

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

ARTICLE 3 – DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS

You are sick, injured, or die during a covered trip. We intervene under the following conditions:

ADVICE BEFORE DEPARTURE

For any request for information and useful information for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas:

- Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Traveling with animals.
- Weather information: Country climate, specific weather information.
- Administrative Information: Embassy, Visas, Police/customs formalities, Legislation, International permit, Currency, Currency exchange, Economic data of the country visited.

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

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

TELE-CONSULTATION BEFORE DEPARTURE

For any request for information and useful information for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas.

Health information : Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Traveling with animals.

Our doctors are also available for any information you may need in the event of a trip taking place during an Epidemic or Pandemic.

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

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

ARTICLE 4 - EXCLUSIONS FROM ASSISTANCE TO PERSONS AND ADDITIONAL ASSISTANCE TO PERSONS

We do not become involved under the following circumstances:

- **Travel taken for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation expenses in the country of residence,**
- **Drunkennes, suicide or attempted suicide and their consequences,**
- **Any voluntary mutilation of the insured,**
- **Ailments or benign injuries which can be treated on site and/or which do not prevent the Insured from continuing his/her trip,**
- **The conditions of pregnancy, unless there are unforeseeable complications, and in all cases, the conditions of pregnancy beyond the 36th week, abortion, the consequences of childbirth,**
- **Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,**
- **Illness diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,**
- **Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,**
- **Prosthesis costs: optical, dental, acoustic, functional, etc.**
- **The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee.**
- **The costs of spa treatment, cosmetic treatment, vaccination and related costs,**
- **Stays in a nursing home and the associated costs,**
- **Rehabilitation, physiotherapy, chiropractic and related expenses,**
- **Planned hospitalizations.**

ARTICLE 5 - GENERAL EXCLUSIONS

We do not become involved under the following circumstances:

- Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- Expenses for dining, hotel, except those specified in the description of guarantees,
- Damage intentionally caused by the Insured and that resulting from his participation in a crime, an offense or an altercation, except in the case of self-defence,
- The amount of convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- The professional practice of any sport,
- Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- Expenses incurred after the return trip or expiration of the guarantee, unless otherwise stipulated in the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or constraints by the public authorities,
- Use by the Insured of air navigation devices,
- The use of war devices, explosives and firearms,
- Damage resulting from wilful or intentional misconduct by the Insured,
- Suicide and attempted suicide,
- Epidemics and Pandemics, unless otherwise stipulated in the guarantee, pollution, natural disaster,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the 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 6 – OPERATING RULES FOR ASSISTANCE SERVICES

Only the telephone call of the Insured at the time of the event permits

implementation of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and pays for the services provided for in this agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the status he invokes and to produce, at his expense, the items and documents proving this right.

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

MUTUAIDE ASSISTANCE can in no way replace the local emergency relief organizations and intervene within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the costs of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.

The interventions that MUTUAIDE ASSISTANCE comes to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, linked to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has PAID for the transport of an Insured, the latter must return the ticket initially foreseen and unused.

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

ARTICLE 7 – CONDITIONS OF REIMBURSEMENT

Refunds to the Insured can only be made by us UPon presentation of original paid invoices corresponding to costs incurred in accordance with this Contract.

Refund requests must be sent to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

ARTICLE 8 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.14 or by writing to voyage@mutuaide.fr for the Assistance guarantees listed below:

- Advice before departure
- Teleconsultation before departure

If you are not satisfied with the answer you get, you can send a letter to:

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.15 or by writing to MyTripReclamation@voyage-prive.mutuaide.fr for the Insurance guarantees listed below :

- Cancellation
- Missed departure
- Flight delay

If you are not satisfied with the answer you get, you can send a letter to:

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

3. In the event of difficulty in implementing the Civil Liability Private Life guarantees, the Subscriber or the Insured may send their complaint to:

**Groupama Rhône-Alpes Auvergne Service Consommateurs
TSA 70019 – 69252 LYON CEDEX 09
Or service-consommateurs@groupama-ra.com**

The Insurer acknowledges receipt of the complaint within a period which must not exceed 10 working days from receipt thereof, unless the response itself is provided to the customer within this period. It sends the response to the Insured within a period which must not exceed two months from the date of receipt.

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

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

The Insurance Mediation service is not competent to render decisions concerning contracts subscribed to cover professional risks.

ARTICLE 9 – COLLECTION OF DATA

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

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

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

Information concerning him may also be transmitted to the Underwriter, as

well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

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

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

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

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

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

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

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

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

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative:

- by email: sent to DRPO@MUTUAIDE.fr

or

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

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

ARTICLE 10 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary, against any person responsible for the facts which justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

ARTICLE 11 – TIME LIMIT

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

However, this period does not run:

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

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

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

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

It is reminded that:

Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.

However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

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

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

The time limit can also be interrupted by:

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

ARTICLE 12 – SETTLEMENT OF DISPUTES

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

ARTICLE 13 – FALSE DECLARATIONS

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

- **Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8 of the Insurance Code.**
- **Any omission or inaccurate declaration on your part for which bad faith is not established results the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in indemnities of the Insurance Code, as indicated in article L 113.9.**

ARTICLE 14 – REGULATORY AUTHORITY

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



Mutuaide

Une filiale de



Groupama





**CONTRACT VPG / England
Baggage N°7148**

INFORMATION NOTICE


voyage privé



INFORMATION NOTICE ABOUT CONTRACT NO. 7148

HOW TO CONTACT OUR ASSISTANCE SERVICE

MUTUAIDE ASSISTANCE

126, rue de la Piazza- CS 20010 – 93196 NOISY-LE-GRAND CEDEX
7 days/week- 24 hours/day

- **by phone from France: 01.55.98.58.14** (Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.14 preceded by the local access code for international calls** (Call not surcharged, cost according to operator, call may be recorded)
- **by fax: 01. 45.16.63.92**
- **by e-mail: voyage@mutuaide.fr**

To permit us to intervene under the best conditions, remember to prepare the following information that will be requested during your call:

- The number of your contract,
- Your last and first names,
- Your home address,
- The country, city or town where you are at the time of the call,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

At the time of the first call, an assistance case number will be provided to you. Provide it each time that you are in contact with our Assistance Service.

HOW TO CONTACT OUR INSURANCE SERVICE

MUTUAIDE – Service Assurance

TSA 20296 – 94368 BRY-SUR-MARNE CEDEX
Monday to Friday from 2:00 p.m. to 5:00 p.m.

- **by phone from France: 01.55.98.58.15** (Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.15 preceded by the local access code for international calls** (Call not surcharged, cost according to operator, call may be recorded)
- **by e-mail: MyTripAssurance@voyage-prive.mutuaide.fr**

Remember to gather the following information that will be requested during your call:

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

At the time of the first call, an insurance case number will be provided to you. Provide it each time that you are in contact with our Insurance Service.

TABLE OF GUARANTEES	
INSURANCE GUARANTEES	CEILING
1 / BAGGAGE (A)	(A) 1,500 £ per insured / 30 £ deductible
Late delivery (+ 24 hours) (A1)	(A1) Set compensation of 150 £
ASSISTANCE GUARANTEES	CEILING
1 / REPATRIATION ASSISTANCE	
Advice before departure (A)	(A) Advice by telephone
Teleconsultation before departure (B)	(B) 1 call
Medical repatriation (including in the event of an epidemic or pandemic) (C)	(C) Real costs
Repatriation of accompanying persons (D)	(D) Ticket for inbound transport *
Visit of family member/close friend (E)	(E) Ticket for round-trip transport *+ Hotel expenses 80 £ per night / Max 10 nights
Extension of stay (F)	(F) Hotel expenses 80 £ per night / Max 10 nights
Return impossible (G)	(G) 1 000 £ per person
Hotel costs due to impossibility of return (H)	(H) Hotel expenses 80 £ per night / Max 14 nights
Hotel costs following placement into quarantine (I)	(I) Hotel expenses 80 £ per night / Max 14 nights
Medical expenses outside country of residence (including in case of epidemic or pandemic) (J)	(J) 150 000 £ zone 1 (medium haul) 200,000 £ zone 2 (long haul)
Dental care (J1)	(J1) 150 £
Repatriation of remains	
Repatriation of remains (K1)	(K1) Real expenses
Funeral expenses necessary for transport (K2)	(K2) 2 300 £
Early return (L)	(L) Ticket for inbound transport *
Coverage of local telephone plan (M)	(M) Up to 80 £
Replacement driver (N)	(N) Transport ticket * or Driver
Legal Assistance Abroad	
Advance of bail bond (O1)	(O1) 15 000 £
Payment of legal fees (O2)	(O2) 3 000 £
Expenses for search and rescue (P)	(P) 15 000 £
Advance of funds (only abroad) (Q)	(Q) 500 €
Official Documents (R)	(R) 150 £ per person
Psychological support following placement into quarantine (S)	(S) 6 sessions per event
Emergency suitcase (T)	(T) 100 £ Max per person
2 / ADDITIONAL ASSISTANCE TO PERSONS	
Delivery of household groceries (a)	(a) 15 days maximum and 1 delivery per week
Delivery of household groceries following repatriation due to an illness linked to an epidemic or pandemic (b)	(b) 15 days maximum and 1 delivery per week
Assistance at home (c)	(c) 10 hours at 25 £ per hour
Assistance at home following repatriation due to an illness linked to an epidemic or pandemic (d)	(d) 10 hours at 25 £ per hour
Childcare (e)	(e) 20 hours at 25 £ per hour
Pet care (f)	(f) 150 £
Psychological support following repatriation due to an illness linked to an epidemic or pandemic (g)	(g) 6 sessions per event
Hospital comfort (h)	(h) 75 £

* by train 1st class or plane economy class.

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

Us, the Insurer

For Assistance and Insurance cover excluding Civil Liability Private Life Abroad, the Insurer is MUTUAIDE ASSISTANCE- 126, rue de la Piazza- CS 20010- 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € - Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution- 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09- 383 974 086 RCS Bobigny- VAT FR 31 383 974 086.

For Civil Liability Private Life cover, the Insurer is GROUPAMA RHONES ALPES AUVERGNE.

Serious bodily injury

Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the discontinuation of all professional or other activity.

Attack

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

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

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

Insured

Natural person duly insured under this contract and hereafter referred to as “you”. These people must reside in France, in the French overseas departments and territories or sui generis communities or in Europe.

Baggage

Travel bags, suitcases, trunks and their contents, excluding clothing items that you are wearing.

Injury

Sudden decline in health resulting from the sudden action of an unintentional external cause on the part of the victim observed by a competent medical authority

Natural Disaster

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

COM

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

Definition of personal assistance

Personal assistance includes all the services implemented in the event of illness, injury or death of the persons covered, during a covered trip.

Guaranteed travel

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

Domicile

Domicile is considered as the main and usual place of residence in France, in the French overseas departments and territories or sui generis communities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis communities

Guadeloupe; Martinique, French Guyana, Réunion, French Polynesia,

Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

DROM

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

Duration of the guarantees

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

Basic necessities

Clothing and toiletry effects allowing you to temporarily deal with the unavailability of your personal effects.

Epidemic

Abnormally high incidence of an illness during a given period and in a given region.

Foreign

Any country outside your home country.

Europe

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

Events covered for assistance

Illness, injury or death during covered travel.

Guaranteed insurance events

Depending on the products chosen:

- Theft, destruction, lost baggage, delay in baggage delivery,

Execution of services

The services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. As a result, no expenses made under the authority of the Insureds may be reimbursed by MUTUAIDE ASSISTANCE.

Deductible

Portion of the claim left as the responsibility of the Insured Party provided for in the contract in the event of compensation following a claim. The deductible can be expressed as an amount, percentage, in days, hours, or kilometres.

Long-haul

“Long-haul” refers to travel to countries not listed in the “Medium-haul” definition.

Illness

Sudden and unforeseeable decline in health as observed by a competent medical authority, or which may be observed by a positive result in an antigen test and/or PCR in asymptomatic cases.

Serious illness

Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and 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 adjusted in proportion to the number of victims.

Family members

Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

Medium-haul

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

We organise

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

We cover

We finance the service.

Nullity

Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

Precious objects

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

Pandemic

Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

Mediterranean countries

Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

Quarantine

Isolation of the person, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading said illness in the context of an Epidemic or Pandemic.

Claim

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

Territoriality

Whole world.

ARTICLE 2 - DESCRIPTION OF THE INSURANCE GUARANTEES

1/ BAGGAGE

We cover, up to the amount indicated in the Table of Guarantees, 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:

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

RETARD DE LIVRAISON DE VOS BAGAGES

In the event that your personal baggage is not returned to you at the destination airport (on the outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you, with presentation of supporting documents, for the cost of basic necessities, up to the amount indicated in the Table of Guarantees.

However, you cannot combine this indemnity with the other indemnities of the BAGGAGE guarantee..

WHAT ARE THE LIMITS OF OUR GUARANTEE?

For precious objects, the reimbursement value may under no circumstances exceed the amount indicated in the Table of Guarantees.

In addition, the items listed above are only covered against proven theft that has been duly declared as such to a competent authority (police, state police, transport company, purser, etc.).

- The theft of jewellery is ONLY covered when it is placed in a safe or when it is worn by you.
- The theft of any sound and/or image reproduction device and its accessories is ONLY covered when it is placed in a safe or when it is carried by you.

If you use a private car, the risks of theft are covered provided that your baggage and personal effects are placed in the boot of the locked vehicle and out of sight. Only break-in theft is covered.

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

WHAT WE EXCLUDE

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

- Theft of luggage, personal effects and objects left unattended in a public place or stored in a room made available to several people,
- Theft of any sound and/or image reproduction device and their accessories when they have not been placed in a secure lock box while they are not being worn, which implies, de facto, that these devices are not covered when they are entrusted to any transport company (air, sea, rail, road, etc.),
- Forgotten, lost (except by a transport company), switched [objects],
- Theft without break-in duly observed and described in a report by an authority (police, state police, transport company, steward, etc.), except in the case of theft by snatching,
- Accidental damage due to the leakage of liquids, fats, dyes or corrosives contained in your luggage,
- Confiscation of goods by the authorities (customs, police),
- Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- Theft committed in any vehicle without a boot,
- Collections or samples of sales representatives,
- Stolen, lost, forgotten or damaged cash, documents, books, tickets or credit cards,
- The theft of jewellery when it has not been placed in a secure lock box while not being worn, which implies, de facto, that the jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- The breakage of fragile objects such as porcelain, glass, ivory, pottery, marble,
- Indirect losses such as depreciation and loss of use,
- The objects designated hereafter: any prosthesis, equipment of any kind, trailers, securities, paintings, contact lenses, keys of any kind, documents recorded on tape or film as well as professional equipment, musical instruments, food products, lighters, pens, cigarettes, liquor, works of art, cosmetics and photo film.

FOR WHAT AMOUNT DO WE INTERVENE?

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

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you are compensated, subject to supporting documentation and based on the replacement value by equivalent objects of the same type, less depreciation.

During the first year from the date of purchase, the amount refunded will be equal to the purchase value of the luggage or valuables. The following year, the reimbursement amount will be calculated for 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

In the event of theft, you are compensated, with supporting documentation, on the basis of the replacement value for new, equivalent objects of the same type.

Our reimbursement will be issued after deduction of any reimbursement obtained from the transport company and the deductible.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The declaration of incident must reach MUTUAIDE - Service Assurance, within five working days except in case of unforeseen circumstances or force majeure; if this time frame is not respected and we incur a loss, you will lose all rights to compensation.

The claim declaration must be accompanied by the following items:

- the receipt of a complaint filed in the event of theft or declaration of theft to a competent authority (police, state police, transport company, steward, etc.) in the case of theft during the stay or loss by a transport company;
- the report of loss or destruction established with the transporter (sea, air, rail, road) when the baggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the transporter.
- A copy of the list of items declared as damaged or stolen, given to the transport company,
- The reimbursement letter from the airline or transport company stating the compensation paid to you,
- The original proof of purchase of damaged or stolen items,
- In the event of late delivery, the irregularity report established by the transport company, and the baggage delivery note indicating the date and time of delivery.

In the event of failure to present these documents, you forfeit your rights to compensation.

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

You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the incident, as well as the extent of the damage.

If knowingly, as justification, you use inaccurate documents or fraudulent means or provide inaccurate or reluctant statements, you will forfeit any right to compensation, without prejudice to the legal action that we would then be entitled to bring against you.

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

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

- if we have not yet compensated you, you must take back said baggage, objects or personal effects; we are then only required to pay for any damage or missing items.
- if we have already compensated you, you can opt within 15 days:
 - to either abandon said baggage, objects or personal effects with us,
 - or to have said luggage, objects or personal effects returned to you,

subject to return of the compensation that you received less, where applicable, the part of this compensation corresponding to damage or missing items.

If you have not expressed a choice within 15 days, we consider that you have opted for abandonment.

ARTICLE 3 – DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS

You are sick, injured, or die during a covered trip. We intervene under the following conditions:

ADVICE BEFORE DEPARTURE

For any request for information and useful information for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas:

- Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Traveling with animals.
- Weather information: Country climate, specific weather information.
- Administrative Information: Embassy, Visas, Police/customs formalities, Legislation, International permit, Currency, Currency exchange, Economic data of the country visited.

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

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

TELE-CONSULTATION BEFORE DEPARTURE

For any request for information and useful information for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas.

Health information : Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Traveling with animals.

Our doctors are also available for any information you may need in the event of a trip taking place during an Epidemic or Pandemic.

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

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

REPATRIATION OR MEDICAL TRANSPORT

You are ill, including in the context of an epidemic or a pandemic, or injured during a covered trip. We organize and take care of your repatriation to your home or to a hospital near you.

Only medical requirements are taken into account to determine the date of repatriation, the choice of means of transport or place of hospitalization.

The repatriation decision is taken by our medical consultant, after consulting the occasional doctor and possibly the family doctor.

During your repatriation, and on recommendation from our medical consultant, we organize and pay for the transport of a person to be by your side.

Any refusal of the solution offered by our medical team will render the personal assistance guarantee null and void.

REPATRIATION OF ACCOMPANYING PERSONS

You are repatriated for medical reasons or you die during a covered trip.

We organize and cover, if they cannot return by the means initially foreseen, the transport home of your beneficiary family members or of an insured person accompanying you when the event occurs, by train in 1st class or by plane in economy class.

VISIT OF FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 5 days. We organize and cover the roundtrip transport by train in 1st class or by plane in economy class, of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

Our cover for accommodation is up to the amount indicated in the Table of Guarantees.

In all cases, the costs of dining or other expenses remain the responsibility of this person.

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

PROLONGATION OF STAY

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

We cover the accommodation costs (room and breakfast) of the beneficiary numbers of your family or of an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Guarantees.

Only medical necessity is taken into consideration to grant this guarantee.

In all cases, the costs of dining or other expenses remain the responsibility of this person.

This guarantee cannot be combined with the “Visit from a loved one” guarantee.

RETURN IMPOSSIBLE

Your flight has been cancelled following measures to restrict the movement of populations in the event of an Epidemic or Pandemic taken by the local government or the airlines.

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

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

HOTEL COSTS FOLLOWING PLACEMENT INTO QUARANTINE

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

MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical costs (including in the event of Illness contracted in the context of an Epidemic or Pandemic) have been incurred with our prior approval (or afterwards in case of emergency), we will reimburse you for the part of these costs which have not been covered by the insurance organizations with which you are affiliated.

We only intervene once the reimbursements have been made by the aforementioned insurance organizations, after application of a deductible, the amount of which is indicated in the table of guarantees, and subject to communication of original proof of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to care received by you outside your country of residence as a result of an illness or accident occurring outside your country of residence.

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

In the event that the insurance organization to which you contribute does not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Guarantees, subject to you providing the original invoices for medical costs and the certificate of non-reimbursement from the insurance organization.

This service ceases from the day the Insured is repatriated.

Nature of the costs granting the right to reimbursement (subject to prior approval except in case of emergency):

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of coverage by the insurance organizations,
- hospitalization costs provided that you are deemed unfit for transport by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses (capped at the amount indicated in the Table of Guarantees, without application of deductible).
- PCR test fee, at the time of transit, if it is positive.

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

We may, within the limit of the coverage provided for above, advance the hospital costs that you must incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
 - to initiate the procedures to cover the costs with the insurance organizations within 15 days following the date of dispatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organizations within the week following receipt of these sums.

Only expenses not covered by the insurance organizations will be covered by us and within the limit of the amount specified for the “medical expenses” benefit. You must provide us with the certificate of non-cover from these

insurance organizations within a week of receipt.

In order to preserve our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of commitment committing you to take the steps with social organizations and reimburse us for the sums collected from said organizations.

Should you fail to have completed the procedures for coverage with the insurance organizations within the allotted time, or if you fail to provide MUTUAIDE ASSISTANCE the certificate of non-cover from these insurance organizations within the allotted time, under no circumstances will you be able to take advantage of the “medical expenses” benefit and you will have to reimburse all of the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be your responsibility.

REPATRIATION OF REMAINS

You die during a covered trip. We organize the repatriation of your remains to the place of the funeral in your country of residence.

In this context, we cover:

- The cost of transporting the remains,
- The costs related to conservation care imposed by applicable legislation,
- The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

EARLY RETURN

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

We intervene in the event of:

- hospitalization of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home or of your professional replacement.
- death of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home, of your professional replacement,
- serious event affecting your main residence in your country of residence.

COVERAGE OF LOCAL TELEPHONE PLAN

During a covered trip outside your country of residence, you are quarantined. We cover the costs of setting up a local telephone plan, up to the limit indicated in the Table of Guarantees.

REPLACEMENT DRIVER

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

We cover the travel costs and the driver's salary.

The driver is required to comply with labour legislation and, in particular - in the current state of French regulations- must observe a 45-minute stop after 4.5 hours of driving, with the overall daily driving time not exceeding 9 hours.

If your vehicle is more than 8 years old and/or has more than 150,000 km on the odometer, or if its condition and/or load capacity do not comply with the standards defined by the French Driving Code, you must let us know. We then reserve the right not to send a driver.

In this case, and replacing the provision of a driver, we provide and pay for a train ticket in 1st class or a plane ticket in economy to collect the vehicle.

This service only applies in the following countries:

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

The costs of fuel, tolls, hotel and dining for any passengers remain your responsibility.

LEGAL ASSISTANCE ABROAD

During a covered trip outside your country of residence, you are the subject of prosecution, imprisonment for non-compliance or involuntary violation of local laws and regulations.

We advance the bail required by the local authorities to allow your provisional release, up to the amount indicated in the Table of Guarantees.

This advance must be reimbursed within one month following presentation of our request for reimbursement. If the bail is refunded to you before the end of this period 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 Guarantees, the fees of legal representatives upon whom you may have to freely call if action is brought against you, provided that the alleged acts are not punishable under criminal sanctions according to the legislation of the country.

This guarantee does not apply for acts related to your professional activity or the custody of a motorized land vehicle.

EXPENSES FOR SEARCH AND RESCUE

We cover, up to the amount indicated in the Table of Guarantees, the costs for search and rescue at sea or in the mountains following an event that puts your life at risk. Only the costs billed by a company duly approved for these activities can be reimbursed.

In any case, we cannot substitute for local emergency relief organizations.

CASH ADVANCE (only abroad)

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

By simply calling our service, we will inform you about the steps to be taken (filing a complaint, replacement of documents, etc.).

The information communicated is the documentary information referred to in article 66.1 of the modified law of 31 December 1971. It does not represent 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 Guarantees, in exchange for an acknowledgment of debt remitted to MUTUAIDE ASSISTANCE.

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

In the absence of payment, we reserve the right to initiate any useful recovery proceedings.

OFFICIAL DOCUMENTS

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

If duplicates of your official documents can be sent to you at your place of stay from your country of residence, by a person of your choice, we can reimburse the costs of sending these documents, with presentation of the original documents to support the cost of dispatch and proof of loss or theft of these documents.

PSYCHOLOGICAL SUPPORT FOLLOWING PLACEMENT INTO QUARANTINE

In the event of significant trauma following an event related to a context of Epidemic or Pandemic, we can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

EMERGENCY SUITCASE

In the event that you no longer have enough usable personal effects at your disposal due to your quarantine or your hospitalization following an Epidemic or Pandemic, we cover, on presentation of supporting documents, basic necessities, up to the amount indicated in the Table of Guarantees.

ARTICLE 4 – DESCRIPTION OF THE GUARANTEES OF ADDITIONAL ASSISTANCE TO PERSONS

When, during your trip, you are the victim of an Illness or an accident resulting in your emergency hospitalization for more than 48 hours and your repatriation, we provide you with additional services and benefits, provided that you make the request within fifteen days of your return home

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

DELIVERY OF MEALS AND HOUSEHOLD GROCERIES

If you are not able to leave your home, we organize and cover, within the limit of local availability, the costs of delivery of your shopping within the limit set in the Table of Guarantees.

We also organize and cover, within the limit of local availability, the cost of meal delivery up to the amount indicated in the Table of Guarantees.

DELIVERY OF HOUSEHOLD SHOPPING following repatriation due to an Illness linked to an Epidemic or a Pandemic

Following your repatriation by us following an Illness linked to an Epidemic or a Pandemic, if you are not able to leave your home, we organize and cover, within the limit of local availability, the costs of delivery of your shopping within the limit set in the Table of Guarantees.

HOUSEKEEPER

If you cannot perform your usual household chores, we look for, arrange and cover assistance from a housekeeper, within the limit indicated in Table of Guarantees.

HOUSEKEEPER following repatriation due to an Illness linked to an Epidemic or a Pandemic

Following your repatriation by us following an Illness linked to an Epidemic or a Pandemic, if you cannot perform your usual household chores, we look for,

arrange and cover assistance from a housekeeper, within the limit indicated in Table of Guarantees.

CHILDCARE

If you have children under age 16 at your home:

- either we organize and cover their care at your home between 7 a.m. and 7 p.m., within the limit of local availability, for the period set in the Table of Guarantees. The person responsible for looking after your children may, if no relative can make themselves available, take them to school or to the nursery and return to pick them up;
- or we provide one of your relatives residing in continental France with a round-trip ticket (train or plane) so that he/she can go to your home to look after them;
- or, we provide your children with a round-trip ticket (train/plane) to go to the home of one of your family members/close friends residing in continental France. They will be accompanied by a hostess appointed by our services.

PET CARE

If, following an accident or an illness, you are not able to keep your pets (dogs and cats), we organize and cover, subject to local availability, the costs of boarding your pets for the period stated in the Table of Guarantees, provided that they have received the compulsory vaccinations, if applicable.

PSYCHOLOGICAL SUPPORT following repatriation due to an Illness linked to an Epidemic or a Pandemic

In the event of significant trauma following an event related to an Epidemic or a Pandemic, we can, at your request, put you in contact with a psychologist by telephone after you return home, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

HOSPITAL COMFORT

Following your repatriation by us, we will reimburse the television costs if you are hospitalized; within the limit indicated in the Table of Guarantees.

ARTICLE 5 - EXCLUSIONS FROM ASSISTANCE TO PERSONS AND ADDITIONAL ASSISTANCE TO PERSONS

We do not become involved under the following circumstances:

- Travel taken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation expenses in the country of residence,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any voluntary mutilation of the insured,
- Ailments or benign injuries which can be treated on site and/or which do not prevent the Insured from continuing his/her trip,
- The conditions of pregnancy, unless there are unforeseeable complications, and in all cases, the conditions of pregnancy beyond the 36th week, abortion, the consequences of childbirth,
- Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,

- Illness diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- Prosthesis costs: optical, dental, acoustic, functional, etc.
- The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee.
- The costs of spa treatment, cosmetic treatment, vaccination and related costs,
- Stays in a nursing home and the associated costs,
- Rehabilitation, physiotherapy, chiropractic and related expenses,
- Planned hospitalizations.

ARTICLE 6 - GENERAL EXCLUSIONS

We do not become involved under the following circumstances:

- Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- Expenses for dining, hotel, except those specified in the description of guarantees,
- Damage intentionally caused by the Insured and that resulting from his participation in a crime, an offense or an altercation, except in the case of self-defence,
- The amount of convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- The professional practice of any sport,
- Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- Expenses incurred after the return trip or expiration of the guarantee, unless otherwise stipulated in the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or constraints by the public authorities,
- Use by the Insured of air navigation devices,
- The use of war devices, explosives and firearms,
- Damage resulting from wilful or intentional misconduct by the Insured,
- Suicide and attempted suicide,
- Epidemics and Pandemics, unless otherwise stipulated in the guarantee, pollution, natural disaster,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,

- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the 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 FOR ASSISTANCE SERVICES

Only the telephone call of the Insured at the time of the event permits implementation of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and pays for the services provided for in this agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the status he invokes and to produce, at his expense, the items and documents proving this right.

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

MUTUAIDE ASSISTANCE can in no way replace the local emergency relief organizations and intervene within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the costs of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.

The interventions that MUTUAIDE ASSISTANCE comes to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, linked to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has PAID for the transport of an Insured, the latter must return the ticket initially foreseen and unused.

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

ARTICLE 8 – CONDITIONS OF REIMBURSEMENT

Refunds to the Insured can only be made by us UPon presentation of original paid invoices corresponding to costs incurred in accordance with this Contract.

Refund requests must be sent to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

ARTICLE 9 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.14 or by writing to voyage@mutuaide.fr for the Assistance guarantees listed below:

- Repatriation or medical transport
- Repatriation of accompanying persons
- Visit of family member/close friend
- Extension of stay
- Hotel expenses
- Repatriation of remains
- Early return
- Replacement driver
- Legal Assistance Abroad
- Medical expenses outside country of residence
- Payment of expenses for search and rescue
- Transmission of urgent messages
- Loss or theft of your means of payment (only abroad)
- Official documents

If you are not satisfied with the answer you get, you can send a letter to:

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.15 or by writing to MyTripReclamation@voyage-prive.mutuaide.fr for the Insurance guarantees listed below:

- Baggage

If you are not satisfied with the answer you get, you can send a letter to:

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

3. In the event of difficulty in implementing the Civil Liability Private Life guarantees, the Subscriber or the Insured may send their complaint to:

**Groupama Rhône-Alpes Auvergne Service Consommateurs
TSA 70019 – 69252 LYON CEDEX 09
Or service-consommateurs@groupama-ra.com**

The Insurer acknowledges receipt of the complaint within a period which must not exceed 10 working days from receipt thereof, unless the response itself is provided to the customer within this period. It sends the response to the Insured within a period which must not exceed two months from the date of receipt.

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

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

The Insurance Mediation service is not competent to render decisions concerning contracts subscribed to cover professional risks.

ARTICLE 10 – COLLECTION OF DATA

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

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

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

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

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

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

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

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

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

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

of a relevant alert, the data is kept for up to five (5) years following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

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

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

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative:

- by email: sent to DRPO@MUTUAIDE.fr

or

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

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

ARTICLE 11 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary, against any person responsible for the facts which justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

ARTICLE 12 – TIME LIMIT

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

However, this period does not run:

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

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

This time limit may be interrupted, in accordance with article L 114-2 of the

Insurance Code, by one of the following ordinary causes of interruption:

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

It is reminded that:

Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.

However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

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

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

The time limit can also be interrupted by:

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

ARTICLE 13 – SETTLEMENT OF DISPUTES

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

ARTICLE 14 – FALSE DECLARATIONS

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

- **Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8 of the Insurance Code.**
- **Any omission or inaccurate declaration on your part for which bad faith is not established results the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in indemnities of the Insurance Code, as indicated in article L 113.9.**

ARTICLE 15 – REGULATORY AUTHORITY

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



Mutuaide

Une filiale de



Groupama





**CONTRACT VPG / England
Multi-risk No.7150**

INFORMATION NOTICE


voyage privé



INFORMATION NOTICE ABOUT CONTRACT NO. 7150

HOW TO CONTACT OUR ASSISTANCE SERVICE

MUTUAIDE ASSISTANCE

126, rue de la Piazza- CS 20010 – 93196 NOISY-LE-GRAND CEDEX
7 days/week- 24 hours/day

- **by phone from France: 01.55.98.58.14** (Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.14 preceded by the local access code for international calls** (Call not surcharged, cost according to operator, call may be recorded)
- **by fax: 01. 45.16.63.92**
- **by e-mail: voyage@mutuaide.fr**

To permit us to intervene under the best conditions, remember to prepare the following information that will be requested during your call:

- The number of your contract,
- Your last and first names,
- Your home address,
- The country, city or town where you are at the time of the call,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

At the time of the first call, an assistance case number will be provided to you. Provide it each time that you are in contact with our Assistance Service.

HOW TO CONTACT OUR INSURANCE SERVICE

MUTUAIDE – Service Assurance

TSA 20296 – 94368 BRY-SUR-MARNE CEDEX
Monday to Friday from 2:00 p.m. to 5:00 p.m.

- **by phone from France: 01.55.98.58.15** (Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.15 preceded by the local access code for international calls** (Call not surcharged, cost according to operator, call may be recorded)
- **by e-mail: MyTripAssurance@voyage-prive.mutuaide.fr**

Remember to gather the following information that will be requested during your call:

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

At the time of the first call, an insurance case number will be provided to you. Provide it each time that you are in contact with our Insurance Service.

TABLE OF GUARANTEES

GARANTIES D'ASSURANCE	PLAFOND
1 / ANNULATION Cancellation for medical reasons (A1). Including: <ul style="list-style-type: none"> • Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic • Cancellation for denied boarding following temperature measurement • Insured designated as having been in close contact (Covid 19) in the 10 days preceding departure • Insured declared positive for a PCR or antigen test in the 14 days preceding departure or boarding Cancellation for all except (A2)	(A1) 8,000 £ per person / 10% deductible, minimum of 35 £ per person (A2) 8,000 £ per person / 20% deductible, minimum of 50 £ per person
2 / MISSED DEPARTURE (B) 3 / DEPARTURE IMPOSSIBLE Expenses for return home (C1) Expenses for postponement (C2)	(B) Cover for a new ticket for a departure within 24 hours up to the limit of 1200 £ per person / Deductible of 20% of the value of the new ticket (C1) 100 £ per person (C2) Set compensation of 5% or 150 £ per person
4/ FLIGHT DELAY (D)	(D) Set compensation of 30 £ per hour or 150 £
5 / BAGGAGE (E) Late delivery (+ 24 hours) (E1)	(E) 1,500 £ per insured / 30 £ deductible (E1) Set compensation of 150 £
6 / EXPENSES FOR INTERRUPTION OF STAY 7 / OR COMPENSATION TRIP Reimbursement of land-based services not used on prorated basis (transport not included) (F) Or Compensation trip (G)	(F) 7500 £ per person Or (G) Initial amount of the trip in the form of credit (H) 250 £ per person
8 / EXPENSES FOR INTERRUPTION OF ACTIVITIES (H) 9 / RETURN IMPOSSIBLE Hotel expenses (I)	(I) 10% du prix du voyage, maximum 5 nuits / Franchise 1 nuit
10 / CIVIL LIABILITY PRIVATE LIFE Bodily harm, property damage and consequential losses (J1) Property damage and consecutive consequential losses (J2)	(J1) 4 500 000 £ per claim (J2) 1 000 000 £ per claim
11 / INDIVIDUAL ACCIDENT Accidental death (K1) Total permanent infirmity following an accident (K2)	(K1) 20 000 £ (K2) 20 000 £, reducible in case of permanent partial disability according to the Social Security scale for Job-related Accidents. Relative deductible: Any accident guaranteed under this contract resulting in partial permanent disability of less than or equal to 10% will not result in payment of any compensation. However, for any disability greater than 10%, no deductible will be applied.
12/ SUN GUARANTEE (L)	(L) 150 £ in the form of credit

TABLE OF GUARANTEES

ASSISTANCE GUARANTEES	CEILING
1 / REPATRIATION ASSISTANCE	
Advice before departure (A)	(A) Advice by telephone
Teleconsultation before departure (B)	(B) 1 call
Medical repatriation (including in the event of an epidemic or pandemic) (C)	(C) Real costs
Repatriation of accompanying persons (D)	(D) Ticket for inbound transport *
Visit of family member/close friend (E)	(E) Ticket for round-trip transport *+ Hotel expenses 80 £ per night / Max 10 nights
Extension of stay (F)	(F) Hotel expenses 80 £ per night / Max 10 nights
Return impossible (G)	(G) 1 000 £ per person
Hotel costs due to impossibility of return (H)	(H) Hotel expenses 80 £ per night / Max 14 nights
Hotel costs following placement into quarantine (I)	(I) Hotel expenses 80 £ per night / Max 14 nights
Medical expenses outside country of residence (including in case of epidemic or pandemic) (J)	(J) 150 000 £ zone 1 (medium haul) 200,000 £ zone 2 (long haul)
Dental care (J1)	(J1) 150 £
Repatriation of remains	
Repatriation of remains (K1)	(K1) Real expenses
Funeral expenses necessary for transport (K2)	(K2) 2 300 £
Early return (L)	(L) Ticket for inbound transport *
Coverage of local telephone plan (M)	(M) Up to 80 £
Replacement driver (N)	(N) Transport ticket * or Driver
Legal Assistance Abroad	
Advance of bail bond (O1)	(O1) 15 000 £
Payment of legal fees (O2)	(O2) 3 000 £
Expenses for search and rescue (P)	(P) 15 000 £
Advance of funds (only abroad) (Q)	(Q) 500 £
Official Documents (R)	(R) 150 £ per person
Psychological support following placement into quarantine (S)	(S) 6 sessions per event
Emergency suitcase (T)	(T) 100 £ Max per person
2 / ADDITIONAL ASSISTANCE TO PERSONS	
Delivery of household groceries (a)	(a) 15 days maximum and 1 delivery per week
Delivery of household groceries following repatriation due to an illness linked to an epidemic or pandemic (b)	(b) 15 days maximum and 1 delivery per week
Assistance at home (c)	(c) 10 hours at 25 £ per hour
Assistance at home following repatriation due to an illness linked to an epidemic or pandemic (d)	(d) 10 hours at 25 £ per hour
Childcare (e)	(e) 20 hours at 25 £ per hour
Pet care (f)	(f) 150 £
Psychological support following repatriation due to an illness linked to an epidemic or pandemic (g)	(g) 6 sessions per event
Hospital comfort (h)	(h) 75 £

* en train 1ère classe ou avion de ligne classe économique

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

Us, the Insurer

For Assistance and Insurance cover excluding Civil Liability Private Life Abroad, the Insurer is MUTUAIDE ASSISTANCE- 126, rue de la Piazza- CS 20010- 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € - Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution- 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09- 383 974 086 RCS Bobigny- VAT FR 31 383 974 086.

For Civil Liability Private Life cover, the Insurer is GROUPAMA RHONES ALPES AUVERGNE.

Serious bodily injury

Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the discontinuation of all professional or other activity.

Attack

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

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

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

Insured

Natural person duly insured under this contract and hereafter referred to as “you”. These people must reside in France, in the French overseas departments and territories or sui generis communities or in Europe.

Baggage

Travel bags, suitcases, trunks and their contents, excluding clothing items that you are wearing.

Injury

Sudden decline in health resulting from the sudden action of an unintentional external cause on the part of the victim observed by a competent medical authority

Natural Disaster

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

COM

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

Definition of personal assistance

Personal assistance includes all the services implemented in the event of illness, injury or death of the persons covered, during a covered trip.

Guaranteed travel

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

Domicile

Domicile is considered as the main and usual place of residence in France, in the French overseas departments and territories or sui generis communities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis communities

Guadeloupe; Martinique, French Guyana, Réunion, French Polynesia,

Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

DROM

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

Duration of the guarantees

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

Basic necessities

Clothing and toiletry effects allowing you to temporarily deal with the unavailability of your personal effects.

Epidemic

Abnormally high incidence of an illness during a given period and in a given region.

Foreign

Any country outside your home country.

Europe

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

Events covered for assistance

Illness, injury or death during covered travel.

Guaranteed insurance events

Depending on the products chosen:

- Cancellation
- Missed departure
- Departure impossible
- Theft, destruction, lost baggage, delay in baggage delivery,
- Interruption of stay
- Civil Liability in Private Life Abroad
- Individual Accident
- Sun guarantee

Execution of services

The services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. As a result, no expenses made under the authority of the Insureds may be reimbursed by MUTUAIDE ASSISTANCE.

Deductible

Portion of the claim left as the responsibility of the Insured Party provided for in the contract in the event of compensation following a claim. The deductible can be expressed as an amount, percentage, in days, hours, or kilometres.

Long-haul

“Long-haul” refers to travel to countries not listed in the “Medium-haul” definition.

Illness

Sudden and unforeseeable decline in health as observed by a competent medical authority, or which may be observed by a positive result in an antigen test and/or PCR in asymptomatic cases.

Serious illness

Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and 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 adjusted in proportion to the number of victims.

Family members

Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

Medium-haul

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

We organise

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

We cover

We finance the service.

Nullity

Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

Nullity

Any fraud, falsification, false declaration or false testimony that could imp

Precious objects

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

Pandemic

Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

Mediterranean countries

Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

Quarantine

Isolation of the person, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading said illness in the context of an Epidemic or Pandemic.

Claim

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

Territoriality

Whole world.

ARTICLE 2 - DESCRIPTION OF THE INSURANCE GUARANTEES

1/1 / CANCELLATION

CANCELLATION FOR MEDICAL REASONS

The cover is granted to you for the reasons and circumstances listed below to the exclusion of all others, within the limit indicated in the Table of Guarantees:

• **Illness and serious illness (including serious illness following an Epidemic or Pandemic declared within 30 days prior to departure), Serious bodily injury or death, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before reserving your trip and involving:**

- yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
- your brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of the subscription,
- the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

• **Complications of pregnancy up to the 28th week.**

- and which involves the absolute cessation of any professional or other activities and provided that at the time of departure, you are not more than 6 months pregnant or,
- if the nature of the trip is incompatible with the condition of pregnancy, provided that you are not aware of your condition at the time of booking.

• **Absence of vaccination**

- in the event that the insured was not aware that the country of destination would impose a vaccine and he no longer has time to proceed with the vaccine (injection of two doses).
- contraindication of vaccination or the after-effects of vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

• **Refusal of boarding following a temperature measurement** of the Beneficiary/Insured or a positive result of a PCR and/or antigenic test **on arrival at the departure airport.** (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

• **The fact that the Insured is declared a “contact case” or positive result from a PCR and / or antigen test in the 14 days prior to departure.**

The Insured must provide proof issued by the competent authorities declaring him a «contact case» as well as the result of the PCR test or equivalent. In the absence of these supporting documents, no compensation will be possible.

It is up to you to establish the reality of the situation giving rise to the right to our services; as such, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

CANCELLATION FOR ALL EXCEPT

The guarantee is also granted to you, within the limit indicated in the Table of Guarantees, for **any other random event, whatever it is, constituting an immediate, real and serious obstacle**, preventing your departure and/or participation in the activities planned during your stay. Random event refers to any sudden, unforeseeable circumstance beyond the control of the Insured which justifies cancellation of the trip. The random event must have a direct causal link to the inability to leave.

AMOUNT OF THE GUARANTEE

The compensation paid in application of this Contract may in no case exceed the price of the trip declared when subscribing this Contract and within the limits provided for in the Table of Benefits.

We will reimburse you for the amount of the cancellation fees billed according to the conditions of the cancellation scale listed in the general conditions of the travel agency.

Administrative fees of less than 50 euros, tips, fees for a visa and the premium paid in exchange for subscription of this Contract are not refundable.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

Two steps

1/ From the first signs of illness or upon becoming aware of the event giving rise to the guarantee, you must **IMMEDIATELY notify your travel agency.**

If you later cancel the trip with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special terms of sale of the travel agency.

2/ Furthermore, you must report the incident to MUTUAIDE – Service Assurance within five working days following the event that triggers the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- in case of illness or accident, a medical certificate and/or an administrative hospitalization certificate specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status record,
- in other cases, any document of confirmation justifying the reason for your cancellation.

You must provide MUTUAIDE – Service Assurance with the documents and medical information necessary for examination of your case, using the pre-printed “Service Médical” envelope, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your attending physician and send them by means of the pre-printed envelope mentioned above, to MUTUAIDE- Service Assurance.

You must also send any information or documents that will be requested to justify the reason for your cancellation and, in particular:

- All photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- The original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- The number of your insurance contract,
- the registration form issued by the travel agency,
- 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, if applicable, of the witnesses,
- in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

WHAT WE EXCLUDE

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

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

- Any event, illness or accident that has already been observed, relapse,

aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,

- Any circumstance that is only a mere inconvenience,
- Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- Forgotten mandatory vaccination,
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- The lack or excess of snow,
- Pollution, local health situation, natural as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any event occurring and known by the Insured between the date of booking the trip and the date of enrolment in the insurance contract.
- The absence of hazard,
- An intentional and/or reprehensible act under the Law applicable to the Insured, the consequences of alcoholic states and the consumption of drugs, any narcotic, drugs and treatments not prescribed by a doctor,
- The simple fact that the geographical destination of the trip is strictly discouraged by the local authorities,
- Due to an act of negligence on your part,
- Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,
- Failure to present, for any reason whatsoever, documents essential for the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding the departure, of a passport or identification card.

22 / MISSED DEPARTURE

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

This guarantee is acquired provided that you have left a lead time of at least 2 hours before the check-in deadline.

For a set price (transport and land services), the amount of compensation is limited to the amount indicated in the Table of Guarantees.

In any case, the amount may be greater than that resulting from cancellation of the trip.

WHAT WE EXCLUDE

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

- Reimbursement of services other than a transport ticket,
- Any event falling under the liability of the transporter (including staff strike),
- Any event that has occurred and is known by the Insured between the date of booking your travel services and the date of enrolment in this contract.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

We will provide you with the information necessary to file your claim and it will be up to you to provide us with any document and information making it possible to calculate the amount of your compensation and, in particular:

- the “unused” ticket for the outbound flight,
- the passenger receipt for the repurchased ticket,
- the boarding pass for the repurchased ticket.

3/ DEPARTURE IMPOSSIBLE

The purpose of this cover is to compensate you according to the Table of Guarantees in the event of cancellation of your stay by the travel agency and/or the Airline or due to the impossibility of returning on the date initially scheduled, following a climatic or natural event of abnormal intensity, pollution, unknown at the time of booking, unforeseeable, unavoidable and beyond your control, that of the travel agency and/or the Airline and putting the direct or indirect safety of travellers at risk, and calling into question the normal course of the trip initially planned.

AMOUNT OF THE GUARANTEE

In the event of cancellation of your stay by the travel agency and/or the Airline, we will reimburse you, with supporting documents, for the cost of the return trip to your home, up to the amount indicated in the Table of Guarantees, if you are on site when cancellation of the stay is announced.

By transport costs we mean the sums you have spent to take one of the following forms of transport: Taxi, bus, RER, metro, train, costs for car rental as well as costs arising from the use of one's personal car (gasoline and toll costs).

In the event of a trip postponed by you with the travel agency to a new date, we will reimburse you for the postponement costs, with compensation up to the amount indicated in the Table of Guarantees. These postponement costs are paid up to a limit of once per person and per year, as compensation following postponement of the first trip.

This guarantee only takes effect for trips postponed to a later date within the limit of one year from the date of cancellation of the trip and accepted by you. No compensation will be paid in the event of cancellation without postponement.

This guarantee cannot be combined with the other guarantees related to the cancelled trip. The postponed trip will be the subject of a new insurance subscription.

WHAT WE EXCLUDE

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

- the absence of hazard,
- a nuclear incident, civil or foreign war, an attack, riot or strike,
- failure of the travel agency or the Airline,
- an act of negligence on your part,
- cancellation/ postponement in case of an insufficient number of participants in the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation. You must provide all the documents that will be requested to justify the impossible departure.

4/ LATE TRANSPORT

If you are more than 4 hours late from the time specified in your sale contract, we will reimburse you a set amount, within the limit of the amount indicated in the Table of Guarantees.

Compensation is cumulative if the delay occurs for the outbound trip, the return trip or for a stopover.

THE CONDITIONS FOR GRANTING THE GUARANTEE

The guarantee is acquired provided that the covered trip is taken.

This guarantee is valid for the outbound and/or inbound trips of:

- regular flights, trains, boats of companies whose timetables are published,
- outbound charter flights, the times of which are indicated on the outbound flight bulletin,
- inbound charter flights: time of flight confirmation communicated by the travel agency.

In the event of a dispute, the “ABC WORLD AIRWAYS GUIDE” is considered as the source of reference for determining the schedule of flights and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Notify MUTUAIDE - Service Assurance upon your return and at the latest within 15 days after your return. If this time frame is not respected and, as a result, we incur a loss, you will lose all entitlement to compensation.
- Provide to MUTUAIDE – Service Assurance:
 - The tickets and the purchase invoice for them, the stub of the boarding pass,
 - a certificate of delay established and stamped by the transport company or its representative. This certificate must include the expected arrival time at the destination, the actual arrival time recorded and must be nominative if you are unable to provide the stub of your boarding pass or proof of your presence on board.
 - Any other supporting documentation that could be requested of you.

IMPORTANT:

Should you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and, therefore, you will not be able to be compensated. Furthermore, a person who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit any right to compensation.

WHAT WE EXCLUDE

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

- Weather conditions,
- A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,
- Your refusal of boarding for the trip initially planned by the authorized organization,
- Your refusal to use the covered transport,
- Flights that you have not previously confirmed;
- Missing the trip for which your reservation was confirmed for any reason,
- Your refusal of boarding due to failure to respect the deadline for check-in, that for baggage and/or for presentation for boarding,
- A decision by the airport authorities, civil aviation authorities, or other authorities having announced the change in departure times more than 24 hours before the outbound or return travel date shown on your ticket.

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

5/ BAGGAGE

We cover, up to the amount indicated in the Table of Guarantees, 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:

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

RETARD DE LIVRAISON DE VOS BAGAGES

In the event that your personal baggage is not returned to you at the destination airport (on the outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you, with presentation of supporting documents, for the cost of basic necessities, up to the amount indicated in the Table of Guarantees.

However, you cannot combine this indemnity with the other indemnities of the BAGGAGE guarantee..

WHAT ARE THE LIMITS OF OUR GUARANTEE?

For precious objects, the reimbursement value may under no circumstances exceed the amount indicated in the Table of Guarantees.

In addition, the items listed above are only covered against proven theft that has been duly declared as such to a competent authority (police, state police, transport company, purser, etc.).

- The theft of jewellery is **ONLY** covered when it is placed in a safe or when it is worn by you.
- The theft of any sound and/or image reproduction device and its accessories is **ONLY** covered when it is placed in a safe or when it is carried by you.

If you use a private car, the risks of theft are covered provided that your baggage and personal effects are placed in the boot of the locked vehicle and out of sight. Only break-in theft is covered.

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

WHAT WE EXCLUDE

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

- **Theft of luggage, personal effects and objects left unattended in a public place or stored in a room made available to several people,**
- **Theft of any sound and/or image reproduction device and their accessories when they have not been placed in a secure lock box while they are not being worn, which implies, de facto, that these devices are not covered when they are entrusted to any transport company (air, sea, rail, road, etc.),**
- **Forgotten, lost (except by a transport company), switched [objects],**
- **Theft without break-in duly observed and described in a report by an authority (police, state police, transport company, steward, etc.), except in the case of theft by snatching,**
- **Accidental damage due to the leakage of liquids, fats, dyes or corrosives contained in your luggage,**
- **Confiscation of goods by the authorities (customs, police),**
- **Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,**
- **Theft committed in any vehicle without a boot,**
- **Collections or samples of sales representatives,**
- **Stolen, lost, forgotten or damaged cash, documents, books, tickets or**

credit cards,

- **The theft of jewellery when it has not been placed in a secure lock box while not being worn, which implies, de facto, that the jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),**
- **The breakage of fragile objects such as porcelain, glass, ivory, pottery, marble,**
- **Indirect losses such as depreciation and loss of use,**
- **The objects designated hereafter: any prosthesis, equipment of any kind, trailers, securities, paintings, contact lenses, keys of any kind, documents recorded on tape or film as well as professional equipment, musical instruments, food products, lighters, pens, cigarettes, liquor, works of art, cosmetics and photo film.**

FOR WHAT AMOUNT DO WE INTERVENE?

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

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you are compensated, subject to supporting documentation and based on the replacement value by equivalent objects of the same type, less depreciation.

During the first year from the date of purchase, the amount refunded will be equal to the purchase value of the luggage or valuables. The following year, the reimbursement amount will be calculated for 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

In the event of theft, you are compensated, with supporting documentation, on the basis of the replacement value for new, equivalent objects of the same type.

Our reimbursement will be issued after deduction of any reimbursement obtained from the transport company and the deductible.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The declaration of incident must reach MUTUAIDE - Service Assurance, within five working days except in case of unforeseen circumstances or force majeure; if this time frame is not respected and we incur a loss, you will lose all rights to compensation.

The claim declaration must be accompanied by the following items:

- the receipt of a complaint filed in the event of theft or declaration of theft to a competent authority (police, state police, transport company, steward, etc.) in the case of theft during the stay or loss by a transport company;
- the report of loss or destruction established with the transporter (sea, air, rail, road) when the baggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the transporter.
- A copy of the list of items declared as damaged or stolen, given to the transport company,
- The reimbursement letter from the airline or transport company stating the compensation paid to you,
- The original proof of purchase of damaged or stolen items,
- In the event of late delivery, the irregularity report established by the transport company, and the baggage delivery note indicating the date and time of delivery.

In the event of failure to present these documents, you forfeit your rights to compensation.

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

You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of

the incident, as well as the extent of the damage.

If knowingly, as justification, you use inaccurate documents or fraudulent means or provide inaccurate or reluctant statements, you will forfeit any right to compensation, without prejudice to the legal action that we would then be entitled to bring against you.

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

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

- if we have not yet compensated you, you must take back said baggage, objects or personal effects; we are then only required to pay for any damage or missing items.
- if we have already compensated you, you can opt within 15 days:
 - to either abandon said baggage, objects or personal effects with us,
 - or to have said luggage, objects or personal effects returned to you, subject to return of the compensation that you received less, where applicable, the part of this compensation corresponding to damage or missing items.

If you have not expressed a choice within 15 days, we consider that you have opted for abandonment.

6/ EXPENSES FOR INTERRUPTION OF STAY

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

Likewise if a member of your family not participating in the trip suffers from a serious illness, an Accident resulting in serious bodily injury or death and, as a result, you must interrupt your stay and we proceed with your repatriation, we will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, pro rata temporis, the costs for the stay already paid and not used (transport not included) from the night following the date of early return.

We also intervene in the event of theft, serious damage from fire, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and imperatively involving your presence to take the necessary protective measures. We will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, pro rata 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” guarantee.

WHAT WE EXCLUDE

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

- Refund requests from the transport ticket office,
- Claims for reimbursement of services not appearing on the travel registration form and, therefore, not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- Interruptions of stay for which the causal event was known before the departure for the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for constitution of the file and, thus, prove the merits and the amount of the claim.

In all cases, you will need to obtain:

- les originaux des factures détaillées du voyageur faisant apparaître les prestations terrestres et les prestations de transport,
- La facture d'inscription au voyage ou le bulletin d'inscription de l'agence,
- L'attestation ou le justificatif de l'Assisteur confirmant la date du rapatriement ou retour anticipé et son motif,
- Tout autre document que nous jugeons nécessaire pour l'instruction du dossier.

Sans la communication à notre médecin-conseil des renseignements médicaux nécessaires à l'instruction, le dossier ne pourra être réglé.

7/COMPENSATION TRIP

Following your medical repatriation organized by MUTUAIDE ASSISTANCE or by any other assistance company, you will benefit from a new trip for an amount equal to the package or the initial transport ticket, within the limits indicated in the Table of Guarantees.

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

This guarantee cannot be combined with compensation for the costs of interruption of stay.

This amount must be used within FIFTEEN MONTHS following the event that caused your repatriation and is only valid at the agency where you purchased your original trip.

8/EXPENSES FOR INTERRUPTION OF ACTIVITIES

When you or a member of your Insured family are ill and you cannot take part in a temporary land service (excursions, visits, etc.) for a medical reason that does not require your repatriation or your hospitalization, we will intervene within the limit of the amount set in the Table of Guarantees, as long as they appear on your initial travel invoice.

WHAT WE EXCLUDE

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

- Refund requests from the transport ticket office,
- Claims for reimbursement of services not appearing on the travel registration form and, therefore, not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- Interruptions of activities for which the causal event was known before the departure for the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for constitution of the file and, thus, prove the merits and the amount of the claim.

In all cases, you will need to obtain:

- the originals of the detailed invoices from the tour operator showing the land and transport services,
- The travel booking invoice or the agency's registration form,
- Any other document that we deem necessary for investigating the case.

If the medical information necessary for investigating the case is not provided to medical adviser, the case cannot be processed.

9/ RETURN IMPOSSIBLE

The purpose of this guarantee is to guarantee you the reimbursement, with presentation of supporting documents, of the costs actually incurred and unrecoverable, in case it is impossible to take the return trip on the date initially scheduled following event that is external to you, unavoidable and beyond your control, that of the Organizer of the stay and/or the transport company.

During your Trip, following the impossibility of your return on the date initially scheduled and modification of this date by the organizer and/or the airline, we will reimburse you, upon presentation of the supporting documents, for the hotel costs (hotel and meals) following extension of the Stay, up to the amount specified in the Table of Guarantee Amounts.

This guarantee is not cumulative with the "Prolongation of stay" guarantee in case of assistance.

WHAT WE EXCLUDE

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

- Epidemics, natural disasters and pollution,
- Attacks and terrorism,
- The absence of hazard,
- The consequences of a nuclear incident, civil or foreign war, a riot or strike,
- Failure of the trip organizer or airline,
- An act of negligence on your part.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for constitution of the file and, thus, prove the merits and the amount of the claim.

In all cases, you will need to obtain:

- proof of the impossibility of travel and the precise reasons for this hindrance
- documentation to support the additional costs that you have incurred for hotel and meals.

10/ CIVIL LIABILITY PRIVATE LIFE

WHAT WE COVER

We cover the financial consequences that the Insured may incur as a result of any bodily harm or property damage caused to others by an accident, fire or explosion occurring during the trip, within the limit of the amounts indicated in the Table of Guarantee Amounts.

EXCLUSIONS FROM THE "CIVIL LIABILITY" COVER

In addition to the exclusions appearing in the section "GENERAL INSURANCE & ASSISTANCE", we cannot intervene under the circumstances indicated hereafter:

- damage that you have provoked or caused intentionally as a natural person or as a de jure or de facto manager of a company if the matter involves a legal entity;
- damage resulting from the use of motor vehicles, sail and/or motor boats, or the practice of air sports;
- property damage to any sailing craft or motor vehicle (motorcycles, boats, rental cars or others),
- damage resulting from any professional activity;
- the consequences of any property damage or bodily injury affecting the Insured as well as his or her spouse, ascendants or descendants;
- consequential losses except when they are the consequence of covered property damage or bodily harm;
- any measures taken at the initiative of the Insured without prior consent from the Insurer;
- accidents resulting from the following sports: bobsleigh, rock climbing, skeleton, mountain climbing, competition sledding, all aerial sports, as well as those resulting from participation or training in matches or competitions;
- damage caused to animals or objects which belong to you or which are rented, loaned or entrusted to you;
- fines as well as all financial sentences pronounced as a sanction and not constituting direct compensation for bodily harm or property damage.

SETTLEMENT - ACKNOWLEDGMENT OF RESPONSIBILITY

No acknowledgment of responsibility or settlement that you may have accepted without our agreement is enforceable against us. However, acceptance of the materiality of the facts is not considered as an acknowledgment of responsibility, nor is the mere fact of having provided a victim with urgent assistance, in the case of a duty to provide assistance that everyone has the right to provide.

PROCEDURE

In the event of action brought against you, we will handle your defence and supervise the lawsuit for acts and damage falling within the scope of the guarantees of this contract.

However, you can join our action as long as you can demonstrate a specific interest not covered under this contract.

The act of providing for your defence as a precaution cannot be interpreted as an acknowledgment of guarantee and does not imply in any way that we agree to cover losses that were not covered by this contract.

In this case, we nonetheless retain the right to take action against you for reimbursement for all amounts that we have paid or put in reserve in your place.

RECOURSE

As concerns avenues of recourse:

before the civil, commercial or administrative courts, we have the free [right to] take action within the framework of the guarantees of this contract;

before the criminal courts, legal remedies can only be exercised with your consent;

if the dispute only concerns civil interests, the refusal to give your consent to exercise the foreseen recourse leads to the right for us to claim compensation from you equal to the damage which will have resulted for us.

You cannot oppose the exercise of our recourse against a responsible third party if said third party is covered by another insurance contract.

UNENFORCEABILITY OF FORFEITURE

Even if you fail to meet your obligations after a claim, we are obligated to indemnify the persons towards whom you are liable. In this case, we nonetheless retain the right to take action against you for reimbursement for all amounts that we have paid or put in reserve in your place.

LEGAL FEES

We cover the costs of the lawsuit, discharge and other settlement costs. However, if you are sentenced for an amount greater than that of the guarantee, each of us incurs these costs in proportion to the respective shares in the sentence.

11/ INDIVIDUAL ACCIDENT

1. SPECIFIC DEFINITIONS

Beneficiary(ies)

The person or persons who receive the sums due for a claim from the Insurer. In the event of the death of the Insured, unless another person has been designated by the Insured, the stipulated sum is paid:

- if the INSURED is married: the spouse from whom he/she is not legally separated due to his/her fault, nor divorced, or else his/her children born or to be born, alive or represented, or else his/her heirs,
- if the INSURED is a signatory of a PACS, his/her partner, or else his/her heirs,
- if the INSURED is widowed or divorced: his/her children or else his/her heirs,
- if the INSURED is single: his/her heirs.

In all other cases, the other amounts are paid to the Insured victim of the accident.

Anyone who intentionally caused or provoked the loss is excluded from the Guarantee.

Accident

Any bodily harm, unintentional on the part of the victim and resulting from the sudden action of an external cause.

By extension to this definition, pathological manifestations which could be the direct consequence of this bodily harm are guaranteed.

The following are assimilated to accidents:

- injuries caused by fire, steam jets, acids and corrosives, lightning and electric current;
- asphyxiation by immersion and asphyxia by unexpected absorption of gases or vapours;
- the consequences of poisoning and bodily harm due to the unintentional absorption of toxic or corrosive substances;
- cases of sunstroke, congestion and freezing following shipwreck, forced landing, collapse, avalanche, floods or any other accidental events;
- the direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the primary origin of which can be linked to such bites or stings;
- injuries that may occur during the practice of scuba diving, including those due to hydrocution (cold water shock) or a decompression incident;
- bodily harm resulting from assault or attack of which the Insured is the victim, unless it is proven that he took an active part as the author or instigator of these events;
- the physiological consequences of surgical operations, provided that they were necessitated by an accident covered by the guarantee.

The following are not assimilated to accidents:

- aneurysm rupture, myocardial infarction, cerebral embolism, epileptic seizures, subarachnoid haemorrhage.

Illness

Any decline in health as observed by a competent medical authority, or which may be observed by a positive result from an antigen and/or PCR test in asymptomatic cases.

Permanent Disability

Presumed permanent impairment of the Insured's physical capacities. Its significance is quantified by a rate determined by reference to the Social Security Disability scale.

2. PURPOSE OF THE INSURANCE

The purpose of the contract is to guarantee payment of the indemnities defined below, which are specified and the amount of which is set in the Table of Guarantees, in the event of a bodily harm that could affect the Insured. Only Insureds under the age of 70 can benefit from the "Individual Accident" cover.

3. EXCLUSIONS

- **Accidents caused or provoked intentionally by the Insured, the consequences of his suicide or attempted suicide, as well as accidents caused by the use of drugs or narcotics not prescribed medically.**
- **Accidents occurring when the Insured is the driver of a vehicle and his blood alcohol level is higher than that legally allowed in the country where the accident takes place.**
- **Accidents resulting from participation of the Insured in a fight (except in the case of self-defence or assistance to a person in danger), a duel, an offence or a criminal act.**
- **Accidents occurring during the use, as a rider or a crew member, of a device permitting movement through the air or during the practice of sports done with or from these devices.**
- **Accidents caused by the practice of a sport on a professional basis and the practice, even as an amateur, of any sports requiring the use of motorised mechanical vehicles, whether as an operator or a passenger. Practice of a sport refers to training, trials, as well as participation in sporting events or competitions.**
- **Accidents caused by war, civil or foreign, declared or not.**
- **Accidents due to ionizing radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or devices intended to explode by modification of the structure of an atomic nucleus.**

4. NATURE OF THE GUARANTEES

DEATH

If, within a maximum period of 24 months from the date of the accident of which the Insured was the victim, it results in death, we cover, for the benefit of the person(s) designated in the Special Conditions as beneficiaries, payment of the amount of capital stated in the Table of Guarantees.

When, prior to death, the same accident has given rise to the payment of compensation for permanent disability in application of the following conditions, the capital will be reduced by the amount of this compensation.

The officially recognized disappearance of the body of the Insured following the sinking, disappearance or destruction of the means of transport in which he was traveling, will create a presumption of death at the end of the period of one year following the day of the accident.

However, if it is found at any time after payment of the compensation for disappearance of the Insured, that the latter is still alive, the sums unduly paid in this respect must be fully reimbursed to us.

PERMANENT DISABILITY

When the accident results in permanent disability, we pay the Insured an indemnity, the maximum of which corresponds to the rate of 100% on the Social Security Disability scale.

If the disability is only partial, the Insured is only entitled to a fraction of the compensation in proportion to the degree of disability.

Disabilities not listed are compensated according to their seriousness compared to that of the cases listed.

The indemnity is set and contractual in nature: it is determined according to the rules stated above, without taking into account the age or the profession of the Insured.

The degree of infirmity will be established when the definitive consequences

of the accident can be determined with certainty, and at the latest, unless otherwise agreed by mutual consent between the Insured and us, upon expiry of the period of one year from the day of the accident.

There is no accumulation of death and disability guarantees when they result from the same accident.

MULTIPLE INFIRMITIES

When the same accident results in several distinct disabilities, the main disability is first assessed under the conditions provided for above, the other disabilities then being estimated successively, in proportion to the remaining capacity after the addition of the previous ones, without the overall rate being able to exceed 100%.

The absolute functional incapacity of a limb or organ is assimilated to the loss of this limb or organ.

The loss of limbs or organs that were non-functional before the accident does not grant entitlement to compensation. If the accident affects a limb or organ that was already disabled, the compensation will be determined by the difference between the condition before and after the accident. In any case, the assessment of injuries resulting from the accident may not be increased by the state of infirmity of limbs or organs that the accident did not affect.

Nervous disorders and nerve damage can only be taken into account to the extent that they are the consequence of a covered accident, if they are present upon examination by clearly marked clinical signs.

5. DECLARATION IN CASE OF A CLAIM

In the event of a claim, it is important that we are quickly and fully informed of the circumstances in which it occurred and of its possible consequences.

FORM AND NECESSARY INFORMATION

The Insured or his beneficiaries, yourself if applicable, or any agent acting on their behalf are required to file, in writing or verbally against receipt, at our Headquarters or with our representative designated in the contract, a declaration of any claim within fifteen days of the date on which they became aware of it.

If the declaration of claim is not done within the time frame specified above, except in unforeseen circumstances or force majeure, we can enforce forfeiture of the guarantee when we can establish that the delay in the declaration caused us harm (article L.113-2 of the Insurance Code).

They must, moreover, provide us with this declaration, all information on the seriousness, causes and circumstances of the incident and indicate to us, if possible, the names and addresses of the witnesses and responsible parties.

The declaration of the loss must include, in particular:

- the date, circumstances and place of the accident;
- the last name, first name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the injuries or wounds as well as their probable consequences;
- if applicable, the report from the police or state police, the names and addresses of the party responsible for the accident and of any witnesses.

The victim or his beneficiaries must make every effort to limit the consequences of the accident and, in particular, seek the medical treatment required by the victim's condition.

The agents and doctors designated by us will have, unless there is justified objection, free access to the victim and his attending doctors to ascertain his condition. Any intentional false declaration on the date or the circumstances of an accident, duly noted and likely to be prejudicial to us, results in forfeiture of the right to compensation which, if it has already been paid, must be reimbursed to us.

CONTROL

The Insured is obliged to submit to the examination of the doctors appointed by us, our representatives will have free access to him whenever we deem it useful, **under penalty for the Insured or any beneficiary of incurring the**

forfeiture of their rights in the event that, without valid reason, they refuse to allow the control of our delegates or obstruct the exercise of this control if, after the notice given forty-eight hours in advance by registered letter, as a result, we face a persistent refusal or remain prevented from exercising our control.

Any fraud, reluctance or false declaration on your part or that of the beneficiary of the indemnity, intended to mislead us regarding the circumstances or the consequences of a claim, shall result in the loss of any right to compensation for the claim in question.

6. PAYMENT OF COMPENSATION

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences and the rate of invalidity are established by agreement between the parties or, failing agreement, by two doctors, each having been designated by one of the parties. In the event of disagreement, they will designate a third doctor to decide between them; if they do not agree on the choice of the latter, or if one of them fails to appoint his expert, the appointment will be made at the request of one of the parties by the presiding Judge at the Tribunal de Grande Instance the domicile of the Insured with exemption from the oath and all other formalities.

Each party will remain responsible for the fees and costs relative to the involvement of the doctor he has appointed, with those required for the possible involvement of a third doctor being split equally between them.

AGGRAVATION INDEPENDENT OF AN ACCIDENTAL ACT

Whenever the consequences of an accident are aggravated by the constitutional state of the victim, by a lack of care due to his negligence or by empirical treatment, by a pre-existing disease or infirmity and, in particular, by a diabetic or hematic condition, the indemnities due will be determined on the basis of the consequences which the accident would have had on a valid subject of normal health undergoing rational treatment.

PAYMENT

Guaranteed indemnities are payable:

- In the event of death and permanent disability, within one month following the submission of supporting documents for the accidental death of the Insured and the capacity of the beneficiary, or the agreement of the parties on the degree of disability.
- In the absence of the agreement of the parties, the payment of compensation will take place within fifteen days from the judicial decision that has become enforceable.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must contact:

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

12/SUN GUARANTEE

We will compensate you, within the limit indicated in the table of guarantees, if, for more than half of your stay, which must be at least 7 days, it rains successively or continuously for more than 6 hours between 9 a.m. and 6 p.m.

This guarantee can only be taken into consideration based on a weather report published by Météo France or an organization approved by the local authorities, concerning the place of stay itself.

The "sun" guarantee is only applicable during the period from 1 October to 15 June.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The declaration of claim must reach MUTUAIDE- Service Assurance, within five working days except in case of unforeseen circumstances or force majeure; if

this time frame is not respected and we incur a loss, you will lose all rights to compensation.

You must then, upon your return, send MUTUAIDE all the documents necessary for constitution of the file and, thus, prove the legitimacy and amount of the claim. In all cases, a copy of the weather report observing the number of rainy days will be systematically requested.

ARTICLE 3 – DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS

You are sick, injured, or die during a covered trip. We intervene under the following conditions:

ADVICE BEFORE DEPARTURE

For any request for information and useful information for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas:

- Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Traveling with animals.
- Weather information: Country climate, specific weather information.
- Administrative Information: Embassy, Visas, Police/customs formalities, Legislation, International permit, Currency, Currency exchange, Economic data of the country visited.

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

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

TELE-CONSULTATION BEFORE DEPARTURE

For any request for information and useful information for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas.

Health information : Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Traveling with animals.

Our doctors are also available for any information you may need in the event of a trip taking place during an Epidemic or Pandemic.

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

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

REPATRIATION OR MEDICAL TRANSPORT

You are ill, including in the context of an epidemic or a pandemic, or injured during a covered trip. We organize and take care of your repatriation to your home or to a hospital near you.

Only medical requirements are taken into account to determine the date of repatriation, the choice of means of transport or place of hospitalization.

The repatriation decision is taken by our medical consultant, after consulting the occasional doctor and possibly the family doctor.

During your repatriation, and on recommendation from our medical consultant, we organize and pay for the transport of a person to be by your side.

Any refusal of the solution offered by our medical team will render the personal assistance guarantee null and void.

REPATRIATION OF ACCOMPANYING PERSONS

You are repatriated for medical reasons or you die during a covered trip.

We organize and cover, if they cannot return by the means initially foreseen, the transport home of your beneficiary family members or of an insured person accompanying you when the event occurs, by train in 1st class or by plane in economy class.

VISIT OF FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 5 days. We organize and cover the roundtrip transport by train in 1st class or by plane in economy class, of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

Our cover for accommodation is up to the amount indicated in the Table of Guarantees.

In all cases, the costs of dining or other expenses remain the responsibility of this person.

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

PROLONGATION OF STAY

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

We cover the accommodation costs (room and breakfast) of the beneficiary numbers of your family or of an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Guarantees.

Only medical necessity is taken into consideration to grant this guarantee.

In all cases, the costs of dining or other expenses remain the responsibility of this person.

This guarantee cannot be combined with the “Visit from a loved one” guarantee.

RETURN IMPOSSIBLE

Your flight has been cancelled following measures to restrict the movement of populations in the event of an Epidemic or Pandemic taken by the local government or the airlines.

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

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

HOTEL COSTS FOLLOWING PLACEMENT INTO QUARANTINE

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

MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical costs (including in the event of illness contracted in the context of an Epidemic or Pandemic) have been incurred with our prior approval (or afterwards in case of emergency), we will reimburse you for the part of these costs which have not been covered by the insurance organizations with which you are affiliated.

We only intervene once the reimbursements have been made by the aforementioned insurance organizations, after application of a deductible, the amount of which is indicated in the table of guarantees, and subject to communication of original proof of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to care received by you outside your country of residence as a result of an illness or accident occurring outside your country of residence.

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

In the event that the insurance organization to which you contribute does not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Guarantees, subject to you providing the original invoices for medical costs and the certificate of non-reimbursement from the insurance organization.

This service ceases from the day the Insured is repatriated.

Nature of the costs granting the right to reimbursement (subject to prior approval except in case of emergency):

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of coverage by the insurance organizations,
- hospitalization costs provided that you are deemed unfit for transport by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses (capped at the amount indicated in the Table of Guarantees, without application of deductible).
- PCR test fee, at the time of transit, if it is positive.

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

We may, within the limit of the coverage provided for above, advance the hospital costs that you must incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
 - to initiate the procedures to cover the costs with the insurance organizations within 15 days following the date of dispatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organizations within the week following receipt of these sums.

Only expenses not covered by the insurance organizations will be covered by us and within the limit of the amount specified for the “medical expenses” benefit. You must provide us with the certificate of non-cover from these insurance organizations within a week of receipt.

In order to preserve our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of commitment committing you to take the steps with social organizations and reimburse us for the sums collected from said organizations.

Should you fail to have completed the procedures for coverage with the insurance organizations within the allotted time, or if you fail to provide MUTUAIDE ASSISTANCE the certificate of non-cover from these insurance organizations within the allotted time, under no circumstances will you be able to take advantage of the “medical expenses” benefit and you will have to reimburse all of the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be your responsibility.

REPATRIATION OF REMAINS

You die during a covered trip. We organize the repatriation of your remains to the place of the funeral in your country of residence.

In this context, we cover:

- The cost of transporting the remains,
- The costs related to conservation care imposed by applicable legislation,
- The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

EARLY RETURN

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

We intervene in the event of:

- hospitalization of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home or of your professional replacement.
- death of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home, of your professional replacement,
- serious event affecting your main residence in your country of residence.

COVERAGE OF LOCAL TELEPHONE PLAN

During a covered trip outside your country of residence, you are quarantined. We cover the costs of setting up a local telephone plan, up to the limit indicated in the Table of Guarantees.

REPLACEMENT DRIVER

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

We cover the travel costs and the driver's salary.

The driver is required to comply with labour legislation and, in particular - in the current state of French regulations - must observe a 45-minute stop after 4.5 hours of driving, with the overall daily driving time not exceeding 9 hours.

If your vehicle is more than 8 years old and/or has more than 150,000 km on the odometer, or if its condition and/or load capacity do not comply with the standards defined by the French Driving Code, you must let us know. We then reserve the right not to send a driver.

In this case, and replacing the provision of a driver, we provide and pay for a

train ticket in 1st class or a plane ticket in economy to collect the vehicle.

This service only applies in the following countries:

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

The costs of fuel, tolls, hotel and dining for any passengers remain your responsibility.

LEGAL ASSISTANCE ABROAD

During a covered trip outside your country of residence, you are the subject of prosecution, imprisonment for non-compliance or involuntary violation of local laws and regulations.

We advance the bail required by the local authorities to allow your provisional release, up to the amount indicated in the Table of Guarantees.

This advance must be reimbursed within one month following presentation of our request for reimbursement. If the bail is refunded to you before the end of this period 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 Guarantees, the fees of legal representatives upon whom you may have to freely call if action is brought against you, provided that the alleged acts are not punishable under criminal sanctions according to the legislation of the country.

This guarantee does not apply for acts related to your professional activity or the custody of a motorized land vehicle.

EXPENSES FOR SEARCH AND RESCUE

We cover, up to the amount indicated in the Table of Guarantees, the costs for search and rescue at sea or in the mountains following an event that puts your life at risk. Only the costs billed by a company duly approved for these activities can be reimbursed.

In any case, we cannot substitute for local emergency relief organizations.

CASH ADVANCE (only abroad)

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

By simply calling our service, we will inform you about the steps to be taken (filing a complaint, replacement of documents, etc.).

The information communicated is the documentary information referred to in article 66.1 of the modified law of 31 December 1971. It does not represent 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 Guarantees, in exchange for an acknowledgment of debt remitted to MUTUAIDE ASSISTANCE.

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

In the absence of payment, we reserve the right to initiate any useful recovery proceedings.

OFFICIAL DOCUMENTS

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

If duplicates of your official documents can be sent to you at your place of stay from your country of residence, by a person of your choice, we can reimburse

the costs of sending these documents, with presentation of the original documents to support the cost of dispatch and proof of loss or theft of these documents.

PSYCHOLOGICAL SUPPORT FOLLOWING PLACEMENT INTO QUARANTINE

In the event of significant trauma following an event related to a context of Epidemic or Pandemic, we can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

EMERGENCY SUITCASE

In the event that you no longer have enough usable personal effects at your disposal due to your quarantine or your hospitalization following an Epidemic or Pandemic, we cover, on presentation of supporting documents, basic necessities, up to the amount indicated in the Table of Guarantees.

ARTICLE 4 – DESCRIPTION OF THE GUARANTEES OF ADDITIONAL ASSISTANCE TO PERSONS

When, during your trip, you are the victim of an Illness or an accident resulting in your emergency hospitalization for more than 48 hours and your repatriation, we provide you with additional services and benefits, provided that you make the request within fifteen days of your return home

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

DELIVERY OF MEALS AND HOUSEHOLD GROCERIES

If you are not able to leave your home, we organize and cover, within the limit of local availability, the costs of delivery of your shopping within the limit set in the Table of Guarantees.

We also organize and cover, within the limit of local availability, the cost of meal delivery up to the amount indicated in the Table of Guarantees.

DELIVERY OF HOUSEHOLD SHOPPING following repatriation due to an Illness linked to an Epidemic or a Pandemic

Following your repatriation by us following an Illness linked to an Epidemic or a Pandemic, if you are not able to leave your home, we organize and cover, within the limit of local availability, the costs of delivery of your shopping within the limit set in the Table of Guarantees.

HOUSEKEEPER

If you cannot perform your usual household chores, we look for, arrange and cover assistance from a housekeeper, within the limit indicated in Table of Guarantees.

HOUSEKEEPER following repatriation due to an Illness linked to an Epidemic or a Pandemic

Following your repatriation by us following an Illness linked to an Epidemic or a Pandemic, if you cannot perform your usual household chores, we look for, arrange and cover assistance from a housekeeper, within the limit indicated in Table of Guarantees.

CHILDCARE

If you have children under age 16 at your home:

- either we organize and cover their care at your home between 7 a.m. and 7 p.m., within the limit of local availability, for the period set in the Table of Guarantees. The person responsible for looking after your children may, if no relative can make themselves available, take them to school or to the nursery and return to pick them up;
- or we provide one of your relatives residing in continental France with a round-trip ticket (train or plane) so that he/she can go to your home to look after them;
- or, we provide your children with a round-trip ticket (train/plane) to go to the home of one of your family members/close friends residing in continental France. They will be accompanied by a hostess appointed by our services.

PET CARE

If, following an accident or an illness, you are not able to keep your pets (dogs and cats), we organize and cover, subject to local availability, the costs of boarding your pets for the period stated in the Table of Guarantees, provided that they have received the compulsory vaccinations, if applicable.

PSYCHOLOGICAL SUPPORT following repatriation due to an Illness linked to an Epidemic or a Pandemic

In the event of significant trauma following an event related to an Epidemic or a Pandemic, we can, at your request, put you in contact with a psychologist by telephone after you return home, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

HOSPITAL COMFORT

Following your repatriation by us, we will reimburse the television costs if you are hospitalized; within the limit indicated in the Table of Guarantees.

ARTICLE 5 - EXCLUSIONS FROM ASSISTANCE TO PERSONS AND ADDITIONAL ASSISTANCE TO PERSONS

We do not become involved under the following circumstances:

- **Travel taken for the purpose of diagnosis and/or treatment,**
- **Medical and hospitalisation expenses in the country of residence,**
- **Drunkenness, suicide or attempted suicide and their consequences,**
- **Any voluntary mutilation of the insured,**
- **Ailments or benign injuries which can be treated on site and/or which do not prevent the Insured from continuing his/her trip,**
- **The conditions of pregnancy, unless there are unforeseeable complications, and in all cases, the conditions of pregnancy beyond the 36th week, abortion, the consequences of childbirth,**
- **Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,**
- **Illness diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,**
- **Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,**
- **Prosthesis costs: optical, dental, acoustic, functional, etc.**

- The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee.
- The costs of spa treatment, cosmetic treatment, vaccination and related costs,
- Stays in a nursing home and the associated costs,
- Rehabilitation, physiotherapy, chiropractic and related expenses,
- Planned hospitalizations.

ARTICLE 6 - GENERAL EXCLUSIONS

We do not become involved under the following circumstances:

- Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- Expenses for dining, hotel, except those specified in the description of guarantees,
- Damage intentionally caused by the Insured and that resulting from his participation in a crime, an offense or an altercation, except in the case of self-defence,
- The amount of convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- The professional practice of any sport,
- Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- Expenses incurred after the return trip or expiration of the guarantee, unless otherwise stipulated in the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, seizures or constraints by the public authorities,
- Use by the Insured of air navigation devices,
- The use of war devices, explosives and firearms,
- Damage resulting from wilful or intentional misconduct by the Insured,
- Suicide and attempted suicide,
- Epidemics and Pandemics, unless otherwise stipulated in the guarantee, pollution, natural disaster,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations

resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the 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 FOR ASSISTANCE SERVICES

Only the telephone call of the Insured at the time of the event permits implementation of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and pays for the services provided for in this agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the status he invokes and to produce, at his expense, the items and documents proving this right.

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

MUTUAIDE ASSISTANCE can in no way replace the local emergency relief organizations and intervene within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the costs of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.

The interventions that MUTUAIDE ASSISTANCE comes to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, linked to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has PAID for the transport of an Insured, the latter must return the ticket initially foreseen and unused.

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

ARTICLE 8 – CONDITIONS OF REIMBURSEMENT

Refunds to the Insured can only be made by us UPon presentation of original paid invoices corresponding to costs incurred in accordance with this Contract.

Refund requests must be sent to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

ARTICLE 9 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.14 or by writing to voyage@mutuaide.fr for the Assistance guarantees listed below:

- Repatriation or medical transport
- Repatriation of accompanying persons
- Visit of family member/close friend

- Extension of stay
- Hotel expenses
- Repatriation of remains
- Early return
- Replacement driver
- Legal Assistance Abroad
- Medical expenses outside country of residence
- Payment of expenses for search and rescue
- Transmission of urgent messages
- Loss or theft of your means of payment (only abroad)
- Official documents

If you are not satisfied with the answer you get, you can send a letter to:

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.15 or by writing to MyTripReclamation@voyage-prive.mutuaide.fr for the Insurance guarantees listed below:

- Cancellation
- Missed departure
- Flight delay
- Baggage
- Fees for interruption of stay
- Compensation trip
- Return impossible
- Individual Accident
- Sun Guarantee

If you are not satisfied with the answer you get, you can send a letter to:

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

3. In the event of difficulty in implementing the Civil Liability Private Life guarantees, the Subscriber or the Insured may send their complaint to:

**Groupama Rhône-Alpes Auvergne Service Consommateurs
TSA 70019 – 69252 LYON CEDEX 09
Or service-consommateurs@groupama-ra.com**

The Insurer acknowledges receipt of the complaint within a period which must not exceed 10 working days from receipt thereof, unless the response itself is provided to the customer within this period. It sends the response to the Insured within a period which must not exceed two months from the date of receipt.

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

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

The Insurance Mediation service is not competent to render decisions concerning contracts subscribed to cover professional risks.

ARTICLE 10 – COLLECTION OF DATA

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

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

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

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

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

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

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

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

In this context, personal data concerning him (or concerning persons or parties who are interested in the contract) may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials,

legal officers; third-party organizations authorized by a legal provision and, if applicable, victims of acts of fraud or their representatives).

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

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

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

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative:

- by email: sent to DRPO@MUTUAIDE.fr

or

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

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

ARTICLE 11 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary, against any person responsible for the facts which justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

ARTICLE 12 – TIME LIMIT

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

However, this period does not run:

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

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

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

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

It is reminded that:

Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.

However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

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

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

The time limit can also be interrupted by:

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

ARTICLE 13 – SETTLEMENT OF DISPUTES

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

ARTICLE 14 – FALSE DECLARATIONS

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

- **Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8 of the Insurance Code.**
- **Any omission or inaccurate declaration on your part for which bad faith is not established results the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in indemnities of the Insurance Code, as indicated in article L 113.9.**

ARTICLE 15 – REGULATORY AUTHORITY

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

