

Mutuaide

INFORMATION
NOTICE







no.7744



Mutuaide Policy
GROUP TRIP

Contacts

How to contact our support desk

 MUTUAIDE ASSISTANCE 126, rue de la Piazza – CS 20010 – 93196 NOISY LE GRAND CEDEX 7 days a week – 24 hours a day	 +33.1.55.98.87.89*	 voyage@mutuaide.fr	 01.45.16.63.92
--	---	---	---






* Non-premium line number, cost according to telephone operator, calls may be recorded

To help us serve you as quickly as possible, please have the following information ready before you call:

- Your policy number;
- Your full name;
- Your residential address;
- The country, city or locality in which you are located at the time of the call, specifying the exact address (street number, hotel name if applicable, etc.);
- A telephone number where we can contact you;
- The reason for your call.

On your first call, you will be given a support ticket number. Please note this number as you will need it on all subsequent calls to our Support Desk.

How to contact our insurance desk

 MUTUAIDE – SERVICE ASSURANCE (Insurance Department) TSA 20001 93196 NOISY LE GRAND CEDEX	 +33.1.55.98.87.89*	 gestion-assurance@mutuaide.fr
--	---	---

* Non-premium line number, cost according to telephone operator, calls may be recorded

Please have the following information ready before you call:

- Your policy number;
- Your full name;
- Your residential address;
- A telephone number where we can contact you;
- The reason for your report.

On your first call, you will be given an insurance claim number. Please note this number as you will need it on all subsequent calls to our Insurance Desk.

TABLE OF BENEFITS

ASSISTANCE BENEFITS	COVER LIMIT
Practical information	Information
Pre-departure telephone consultation	1 call
Repatriation and medical transport (including in the event of a proven illness linked to an Epidemic or Pandemic such as COVID-19)	Actual cost
Repatriation of accompanying persons	Return journey ticket*
Repatriation of children aged under 15 years	Actual cost or Outward and return journey ticket* + Hotel expenses €80 per night/max. 4 nights
Visit by a relative	Outward and return journey ticket
Extension of trip	Hotel expenses €80 per night/max. 5 nights
Continuation of travel	Return journey ticket*
Reimbursement of medical expenses following illness (including in the event of a proven illness linked to an Epidemic or Pandemic such as COVID-19)	€150,000 all countries (including €50 excess)
<ul style="list-style-type: none"> Dental treatment 	€150
Repatriation of the body	Actual cost
<ul style="list-style-type: none"> Repatriation of a body 	Actual cost
Death formalities	Outward and return journey ticket*+ Hotel expenses €80 per night/max. 4 nights
Impossibility of return home	€1,000 per person/€50,000 per group
Hotel expenses in the event that you cannot return home	€80/night (max. 14 nights)
Hotel expenses as a result of Quarantine requirement	€80/night (max. 14 nights)
Early return home	Actual cost
Legal assistance abroad	
<ul style="list-style-type: none"> Advance payment of criminal bail 	€3,000 per person
<ul style="list-style-type: none"> Advance of lawyer's fees 	€3,000 per person
Search and rescue costs	€10,000 per person
Ski slope rescue costs	€10,000 per person and per event
Sending urgent messages	Actual cost
Payment for a local flat rate telephone service	Up to €80
Advance of funds	€2,000 per person
Psychological support following repatriation	6 consultations
Emergency supplies	€100 per person/€350 per family
Home help	15 hours over 4 weeks
Shopping delivery	1 delivery/week (max. 15 days)
INSURANCE BENEFITS	COVER LIMIT
1. Luggage	€2,500 per person/Max. €30,000 per event (including €30 excess)
<ul style="list-style-type: none"> Theft, total or partial destruction, loss by a transport company <ul style="list-style-type: none"> Glasses Basic necessities 	<ul style="list-style-type: none"> €150 per person €250 per person
<ul style="list-style-type: none"> Delayed delivery (+24 hours) 	<ul style="list-style-type: none"> Lump sum compensation payment of €200

<p>2. Cancellation (optional benefit)</p> <ul style="list-style-type: none"> ✓ Cancellation due to serious illness declared within one month prior to departure, including Epidemics or Pandemics ✓ Cancellation due to denied boarding due to a temperature reading on arrival at the airport, train station, bus station or port of departure ✓ Vaccination against Covid 19 not possible due to a change in rules after purchase. 	<p>Actual costs / Deductible of 30% of cancellation fees in case of COVID 19</p>
--	--

* by train, first class; or by plane, economy class

CLAUSE 1 – PURPOSE OF THE INFORMATION NOTICE

The Insurer gives the Insured Parties who have chosen to take out this Mutuaide Group Trip Policy no. 7744 the right to benefit from the cover described in this Information Notice.

The Information Notice has been prepared in accordance with the provisions of the French Insurance Code. It describes the benefits, exclusions and obligations of the Insured in the event of a claim.

Please ensure that you are not already the beneficiary of a policy that covers any of the risks described in this Information Notice. If this is the case, please see Clause 4 “Right to Opt Out”, which sets out the terms and conditions for opting out of the cover.

CLAUSE 2 – GEOGRAPHICAL COVERAGE

Covered travel:

Cover under this Policy shall be provided in countries within the zone appearing in your Certificate of Insurance, with the exception of excluded countries.

Countries in a state of civil or foreign war or known political instability, or those experiencing public unrest, riots, acts of terrorism, repressive measures, restrictions on the free movement of people and goods (for any reason whatsoever, especially health, safety, weather-related, etc.) are excluded.

Geographical coverage:

Zone 1: Mainland France, the principalities of Andorra and Monaco, Albania, Algeria, Armenia, Austria, Azerbaijan, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Denmark, Egypt, Estonia, Finland, Georgia, Faroe Islands, Germany, Greece, Greenland, Hungary, Spain, United Kingdom, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Morocco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (European part up to and including the Urals), Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Czech Republic, Tunisia, Turkey.

Zone 2: Rest of the world

CLAUSE 3 – CONDITIONS – EFFECTIVE DATE – TERM OF THE POLICY

Conditions:

The policy is intended for groups of travellers of 9 people or more (friend groups, school groups, works councils, etc.).

The maximum number allowed per policy is 500 people.

In order to benefit from the cover set out in this Information Notice, you must first pay the premium for the policy.

The premium, including taxes, duties and fees applicable to this type of policy, shall be payable in cash at the time of taking out the policy on our website.

If payment is not made on taking out the policy, the Policy shall be considered null and void and shall not give rise to any benefit or compensation.

The policy must be taken out before the date of your trip.

To benefit from the "Cancellation" guarantee, you must take out this contract on the day you purchase your trip, or at the latest 15 days before your departure.

However, the policy may be taken out from your trip destination only if this policy is in addition to a personal insurance policy (e.g. bank card insurance, etc.), and only if the policy follows directly on from, and is not interrupted by, the last personal policy in force.

Effective date:

The policy shall take effect on the date indicated on your Certificate of Insurance, subject to payment of the premium due under the policy.

Expiry date:

The policy shall expire on the date indicated on your Certificate of Insurance.

Term

The term of the Policy shall be limited to 90 consecutive days.

Renewal:

Renewal of a current Policy will only be accepted if it is effective straight after the previous Policy taken out, without interruption. However, the term of the Policy on renewal may not exceed 90 consecutive days.

CLAUSE 4 – RIGHT TO OPT OUT

Policy with a term of less than 1 month

No right to opt out shall be applicable for travel or baggage insurance policies taken out for a term of less than 1 month.

Policy with a term of more than 1 month

You benefit from a right of opt out within 14 calendar days from the date of taking out the Policy, free of charge or penalties.

This right shall not apply if you report a covered claim to the Insurer during this 14-day period.

You must exercise your right to opt out in writing by post or any other durable medium to MUTUAIDE – Service Commercial – 126, rue de la Piazza – CS 20010 – 93196 NOISY LE GRAND CEDEX. A sample opting out letter is provided below.

Suggested wording to exercise your right to opt out

“I, the undersigned Mr/Mrs/Ms, residing at, hereby opt out of my Policy no. I confirm that on the date of sending this letter, I am not aware of any Claim Event that would invoke a benefit under this Policy.”

Consequences of opting out

Exercising the right to opt out within the period defined above shall result in the cancellation of the Policy with effect from the date of receipt of the opt out request. You will then be reimbursed for the premium you paid, without charge or penalty, within 30 days of the date on which you exercise your right to opt out, except in the event of a Claim Event occurring prior to the exercise of your right to opt out.

CLAUSE 5 – TERMINATING THE POLICY

If you have not subscribed to the optional Cancellation cover:

In the event of cancellation of your stay before the start date of the cover, and only in this case, the premium may be reimbursed to you on request sent to MUTUAIDE ASSISTANCE by e-mail to the following address

information.voyage@mutuaide.fr

The request must be received before the effective date shown on your insurance certificate, the date on which the email is sent being taken as proof.

If you have subscribed to the optional Cancellation cover:

If you cancel your holiday before the start date of the cover, the premium will not be refunded unless the OPT-OUT conditions are met.

CLAUSE 6 – DEFINITIONS

We, us, the Insurer

For Assistance and Insurance cover excluding Personal Liability while Abroad, the Insurer is MUTUAIDE ASSISTANCE – 126 rue de la Piazza, CS 20010 – 93196 NOISY LE GRAND CEDEX – Public limited company with share capital of €12,558,240 – Company governed by the French Insurance Code – Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution (ACPR - French Prudential Supervisory Authority) – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT FR 31 383 974 086.

Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media. Such an “attack” must be registered by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

Insured Parties

The persons, hereinafter referred to as “you”, insured under this Policy and named on your Certificate of Insurance. For Assistance and Insurance cover, these persons must be resident in Metropolitan France, in the Principalities of Andorra and Monaco or in the French Overseas Departments and Collectivities (DOM-ROM, COM and single local authorities).

Luggage

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

Injury

Sudden deterioration of health resulting from the sudden action of an external cause not intentional on the part of the victim, established by a competent medical authority.

Natural disaster

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

Definition of personal assistance

Personal assistance includes all services provided in the event of a covered event occurring during your trip.

Domicile

For Assistance and Insurance cover, your domicile is considered to be your principal and usual place of residence in Metropolitan France, in the Principalities of Andorra and Monaco or in the French Overseas Departments and Collectivities (DOM-ROM, COM and single local authorities). In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and single local authorities

Guadeloupe, Martinique, French Guiana, Reunion, French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna islands, Mayotte, Saint-Martin, Saint Barthélemy, New Caledonia.

Epidemic

An abnormally high incidence of a disease during a given period and in a given region.

Basic necessities

Clothing and toiletries allowing you to manage temporarily without your personal effects.

Abroad

Any country outside your country of domicile.

Events covered under assistance

- ✓ Illness, injury or death
- ✓ Hospitalisation or death of a loved one
- ✓ Serious incident at home

Events covered under insurance

- ✓ Theft, destruction, loss of luggage, delayed delivery of luggage;
- ✓ Personal liability while abroad;

Payment of benefits

The benefits guaranteed by the present agreement can only be paid out with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expense incurred by the Insured on his/her own authority can be reimbursed by MUTUAIDE ASSISTANCE.

Insurance Excess

Share of the claim borne by the Insured as provided for in the policy in the case of compensation paid out as the result of a claim. The insurance excess may be expressed as an amount or a percentage, or in days, hours or kilometres.

Group

All participants appearing on the same Certificate of Insurance.

Illness

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

Serious illness

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

Maximum per event

In the case where the cover is exercised in favour of several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in all circumstances limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, the compensation is reduced and settled in proportion to the number of victims.

Family members

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

We organise

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

We pay for the service

We finance the service.

Nullification

Any fraud, falsification or false declarations and false testimonies likely to implement the guarantees provided for in the agreement, will result in the nullification of our commitments and the forfeiture of the rights provided for in the said agreement.

Precious objects

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

Pandemic

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

Quarantine

The isolation of a person in case of suspicion of disease or proven disease, decided by a local competent authority, with a view to avoiding a risk of spreading the said disease in the context of an Epidemic or Pandemic.

Claim event

Event of a random nature that is likely to trigger the cover provided under this policy.

Claim at home

Fire, burglary or water damage occurring at your home during your trip.

Trip

Trip for which you have taken out this policy by paying the corresponding premium.

CLAUSE 7 – DESCRIPTION OF PERSONAL ASSISTANCE BENEFITS

If you become ill or injured or you die during your trip, we will intervene in the following circumstances:

PRACTICAL INFORMATION

For all information and enquiries relating to the organisation and smooth running of your trip, you can contact us before your trip 24 hours a day, 7 days a week.

Information is given by telephone and is not confirmed in writing or sent in document format.

The information services are provided between 8.00am and 7.00pm, and within the time frame normally required to satisfy the request.

However, regardless of the time of the call, we welcome and record your requests and contact details in order to call you back with the answers you need.

PRE-DEPARTURE TELEPHONE CONSULTATION

For all information and enquiries relating to the organisation and smooth running of your trip, you can contact us before your trip 24 hours a day, 7 days a week.

The information offered relates to the following areas:

Health information: Health, hygiene, vaccinations, precautions to take, main hospitals, advice for women, time differences, pets when travelling.

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

Information is given by telephone and is not confirmed in writing or sent in document format.

The information services are provided between 8.00am and 7.00pm, and within the time frame normally required to satisfy the request.

However, regardless of the time of the call, we welcome and record your requests and contact details in order to call you back with the answers you need.

REPATRIATION AND MEDICAL TRANSPORT

If you are injured or become unwell (including from an illness related to an Epidemic or Pandemic), during a covered trip, we will organise and pay for your repatriation to your home or to a hospital close to your home.

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

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

During your repatriation, and on the advice of our medical officer, we will organise and pay for the transport of an accompanying person to travel with you.

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

Excess baggage costs remain at your expense.

REPATRIATION OF ACCOMPANYING PERSONS

If you are medically repatriated, or if you die during your trip,

we will organise and pay for the transport home of your family members travelling with you and appearing on the same Certificate of Insurance, or of an insured person travelling with you and appearing on the same Certificate of Insurance, by first class train or economy class plane, if they are unable to return by the means initially planned.

REPATRIATION OF CHILDREN AGED UNDER 15 YEARS

If you are medically repatriated, or if you die during your trip.

If no adult family member is travelling with you, we will pay the cost of an accompanying adult for your underage child/children:

- Either a return first class train or economy class plane ticket for one of our hostesses,
- Or a outbound and return first class train or economy class plane ticket for a person of your choice, as well as their additional accommodation costs, up to the amount indicated in the Table of Benefits.

VISIT BY A RELATIVE

If you are hospitalised on site at the decision of our medical team, before your medical repatriation, for a period of more than five days, We will arrange and pay for the outbound and return transport by first class train or economy class plane for a family member or friend residing in the same country as you.

This benefit cannot be combined with the “Repatriation of Accompanying Persons” benefit.

EXTENSION OF TRIP

If you are hospitalised during your trip and our doctors consider that this hospitalisation is required beyond the initial date of your return home.

We will cover the accommodation costs (room and breakfast) of your family members travelling with you and appearing on the same Certificate of Insurance or of a person travelling with you and appearing on the same Certificate of Insurance to stay with you, up to the amount indicated in the Table of Benefits.

Only medical requirements will be taken into consideration for this benefit.

In all cases, the cost of meals and other expenses will be borne by this person.

This benefit cannot be combined with the “Visit by a Relative” benefit.

CONTINUATION OF TRIP

If we have organised your medical repatriation and your state of health allows you to travel alone again under normal transport conditions, in full agreement with your doctor and our medical team,

we can organise and pay for your return to your place of stay, by the appropriate means of transport and depending on local availability, by first class train or economy class plane.

The return must be made within 2 months of the date of medical repatriation.

MEDICAL EXPENSES (OUTSIDE YOUR COUNTRY OF RESIDENCE)

This coverage applies exclusively to Insured Parties affiliated with a health insurance scheme in their country of residence.

When medical expenses (including in the event of an illness related to an Epidemic or Pandemic) have been incurred with our prior agreement, we will reimburse you for that part of these expenses which has not been covered by any insurance companies with which you are a policyholder.

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

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

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

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

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

Nature of the expenses entitled to reimbursement (subject to prior agreement):

- medical expenses;
- costs of medication prescribed by a doctor or surgeon;
- ambulance costs ordered by a doctor for transport to the nearest hospital, only in the event of refusal to cover these costs by insurance companies;
- hospitalisation costs provided that it is decided by the Assistance doctors, after gathering information from the local doctor, that you cannot be moved (hospitalisation costs incurred from the day we are able to repatriate you are not covered);
- emergency dental expenses (limited to the amount indicated in the Table of Benefits, without application of an excess).
- PCR test fees during a transit, if the test is positive

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

We can, within the limit of the amounts of benefits provided above, advance the hospitalisation costs that you need to incur outside your country of residence, under the following cumulative conditions:

- It must be considered by MUTUAIDE ASSISTANCE's doctors, after gathering information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance relates must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- You, or any person authorised by you, must formally undertake, by signing a specific document provided by MUTUAIDE ASSISTANCE when this service is implemented:
 - to take steps to have the costs covered by the insurance companies within 15 days of the date on which MUTUAIDE ASSISTANCE sends the information necessary for these steps:
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance companies within one week of receiving these sums.

We shall only be responsible for costs not covered by the insurance companies, within the limit of the amount of benefits provided for the "medical expenses" service. You must provide us with confirmation of non-reimbursement issued by these insurance companies within a week of receiving it.

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

If you do not take the necessary steps to have the costs covered by the insurance companies within the time limits, or if you do not present to MUTUAIDE ASSISTANCE within the time limits confirmation of non-reimbursement from these insurance companies, you will not be able to claim the "medical expenses" benefits and will have to reimburse the entirety of the hospitalisation expenses advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any relevant recovery procedure, the cost of which will be borne by you.

REPATRIATION OF THE BODY

If you die during your stay, we will organise the repatriation of your body to the place of burial in your country of residence.

This service includes:

- ✓ The cost of transporting the body;
- ✓ Costs linked to preservation required by the applicable legislation;
- ✓ Costs directly necessitated by the transport of the body (handling, specific transport arrangements, storage) up to the amount indicated in the Table of Benefits.

DEATH FORMALITIES

If the on-site presence of a family member or a relative of the deceased is essential for identification of the body and for repatriation or cremation formalities, we will organise and pay for an outbound/return ticket by first class train or economy class plane, as well as accommodation expenses (room and breakfast) incurred for this person, up to the amount indicated in the Table of Guarantees.

All other expenses shall be borne by the family of the deceased.

IMPOSSIBILITY OF RETURN HOME

If your flight has been cancelled as a result of travel restrictions imposed by the local government or airline companies in the event of an Epidemic or Pandemic,

and you are obliged to extend your stay, we will organise and pay for the hotel expenses (room and breakfast) as well as those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

We will organise and pay for your repatriation to your home up to the amount indicated in the Table of Benefits.

HOTEL EXPENSES AS A RESULT OF QUARANTINE REQUIREMENT

If you are obliged to extend your stay as a result of being required to Quarantine, we will organise and pay the hotel expenses (room and breakfast) as well as those of your beneficiary family members or of an insured accompanying person, up to the amount indicated in the Table of Benefits.

EARLY RETURN HOME

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

We will intervene in the following cases:

- hospitalisation of a member of your family, a person responsible for taking care of your underage and/or disabled child who stayed at home, or your professional replacement;
- death of a member of your family, a person responsible for taking care of your underage and/or disabled child who stayed at home, or your professional replacement;
- serious accident affecting your principal residence in your home country.

LEGAL ASSISTANCE ABROAD

If, during your trip outside your country of residence, you are liable to prosecution or imprisonment for failure to comply with or involuntary violation of local laws and regulations, we will advance the bail required by the local authorities to allow your provisional release, up to the amount shown in the Table of Benefits.

We may reimburse you, up to the amount shown in the Table of Benefits, for the fees of legal representatives whom you may have to call upon freely if an action is taken against you, provided that the acts complained of are not liable to criminal sanction under the legislation of the country.

These advances are granted on presentation of a security deposit. The reimbursement of these advances must be made within one month of the presentation of our request for reimbursement. If the criminal deposit is reimbursed to you before this period by the authorities of the country, it must be returned to us immediately.

This benefit does not apply to events related to your professional activity or the keeping of a motorised land vehicle.

SEARCH AND RESCUE COSTS

We will pay for search and rescue costs at sea or in the mountains following an event that puts your life at risk, up to the amount indicated in the Table of Benefits. Only fees charged by a company duly authorised for these activities can be reimbursed.

Under no circumstances can we replace the local emergency services.

Note: these costs are covered only if the assistance department is notified within 3 days of the intervention, except in cases of force majeure.

SKI SLOPE RESCUE COSTS

If, during your stay, you are a victim of a ski accident on open and marked slopes, we will pay for the cost of transport by sledge from the scene of the accident to the bottom of the slopes or to the nearest rescue centre to the scene of the accident. If the emergency rescue services are unable to reach the scene of the accident, the costs of a helicopter or any other means are also covered.

This cover is limited to the amounts indicated in the Table of Benefits.

These costs will be covered as long as we are informed before the end of your stay in the ski resort and/or within 48 hours of the intervention of the rescue services.

SENDING URGENT MESSAGES

If you are unable to contact anyone in your country of residence, we will forward the message if you are unable to do so. Messages sent may not be serious or sensitive. Messages remain the responsibility of their authors, who must be able to be identified, and are their own responsibility. We only act as intermediary for their transmission.

PAYMENT FOR A LOCAL FLAT RATE TELEPHONE SERVICE

If, during an insured trip outside your country of residence, you are required to Quarantine, we will pay for the cost of a local flat rate telephone service within the limit indicated in the Table of Benefits.

ADVANCE OF FUNDS

If your methods of payment were lost or stolen during your trip,

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

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

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

PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION

In the event of significant trauma after an event linked to an Epidemic or Pandemic, we can, at your request, arrange telephone support from a psychologist on your return home after repatriation organised by us, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

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

EMERGENCY SUPPLIES

If you no longer have sufficient usable personal belongings at your disposal due to Quarantine or hospitalisation as a result of an Epidemic or Pandemic, we will pay for your basic necessities up to the amount shown in the Table of Benefits, upon presentation of proof.

HOME HELP

If, following your repatriation by us as the result of an illness linked to an Epidemic or Pandemic, you cannot carry out the usual household tasks yourself, we will search for, appoint and pay for a household helper, within the limit indicated in the Table of Benefits.

SHOPPING DELIVERY

If, following your repatriation by us as the result of an illness linked to an Epidemic or Pandemic, you are unable to travel outside your home, we will organise and pay for the cost of delivery of your groceries within the limit set out in the Table of Benefits, subject to local availability.

CLAUSE 8 – PERSONAL ASSISTANCE EXCLUSIONS

The following are not covered:

- ◆ Events that occur between the date of taking out the policy and the trip departure date, and their consequences,
- ◆ Travel undertaken for the purpose of diagnosis and/or treatment;
- ◆ Medical and hospitalisation expenses in the country of residence;
- ◆ Intoxication, suicide or attempted suicide and the consequences thereof;
- ◆ Any voluntary mutilation of the Insured;
- ◆ Minor illnesses or injuries that can be treated on the spot and/or that do not prevent the Insured from continuing his/her journey;
- ◆ Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary interruption of pregnancy, or the consequences of childbirth;
- ◆ Convalescence and illnesses under treatment, not yet stabilised and involving a risk of sudden worsening;
- ◆ Pre-existing illnesses which have been the subject of hospitalisation in the six months preceding the date of departure on the trip;
- ◆ Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental;
- ◆ The cost of prostheses: optical, dental, acoustic, functional, etc.;
- ◆ The consequences of situations involving the risk of infection in an Epidemic, which are subject to Quarantine or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the cover;
- ◆ Accidents occurring during the practice of aerial sports, motor sports, paragliding, underwater caving, specific mountaineering races, attempts to open routes, or climbing competitions (cliff climbing or other) without safety measures;
- ◆ The costs of spa treatments, beauty treatments, vaccinations and costs arising therefrom;

- ◆ Stays in a rest home and costs arising therefrom,
- ◆ Rehabilitation, physiotherapy, chiropractic treatment and costs arising therefrom;
- ◆ Planned hospitalisations.

CLAUSE 9 – DESCRIPTION OF INSURANCE BENEFITS

1. LUGGAGE

We cover, up to the amount indicated in the Table of Benefits, your luggage, objects and personal effects carried with you or bought during your trip, outside of your principal or secondary residence, in the event of:

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

DELAYED DELIVERY OF YOUR LUGGAGE

In the event that your personal luggage is not returned to you at the destination airport (on the way), and if they are returned to you after more than 24 hours of delay, we will reimburse you, on presentation of supporting documentation, for the cost of basic necessities up to the amount indicated in the Table of Benefits.

However, you cannot combine this compensation with the other compensation provided under the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR COVER?

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

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

- The theft of jewellery is covered ONLY 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 their accessories is covered ONLY when they are placed in a safe or when they are carried by you.

If you use a private car, the risks of theft are covered provided that your luggage and personal effects are contained in the locked trunk of the vehicle and out of sight. Only theft as a result of a break-in is covered.

If the vehicle is parked on the public highway, cover is only provided between 7am and 10pm.

WHAT IS EXCLUDED

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

- ◆ Theft of luggage, personal effects and objects left unattended in a public place or stored in a room shared by several persons;
- ◆ Theft of any sound and/or image reproduction device and its accessories when they have not been placed in a locked safe while not being carried, which means that these devices are not covered when they are entrusted to a transport company of any kind (air, sea, rail, road, etc.);
- ◆ Forgetting, loss (except by a transport company), exchange;
- ◆ Theft where a break-in has not been duly noted and recorded by an authority (police, transport company, purser, etc.);
- ◆ Accidental damage due to the leakage of liquids, oily substances, colourings or corrosive substances contained in your luggage;
- ◆ Confiscation of goods by the authorities (customs, police);
- ◆ Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source;
- ◆ Theft from a convertible car, estate car or other vehicle without a boot,

- ◆ Collections, samples from sales representatives;
- ◆ Stolen, lost, forgotten or damaged cash, documents, books, tickets and credit cards;
- ◆ Forgotten, lost or damaged official documents: passport, identity card or residence permit, vehicle registration document and driving licence;
- ◆ Theft of jewellery if it has not been placed in a locked safe when not being worn, which means that jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.);
- ◆ Breakage of fragile objects such as porcelain, glass, ivory, pottery, marble;
- ◆ Indirect losses such as depreciation and loss of use;
- ◆ The following objects: any prosthesis, equipment of any kind, trailers, valuable securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobile phones, musical instruments, food products, lighters, pens, cigarettes, alcohol, art objects, beauty products and photographic films.

WHAT AMOUNTS DO WE COVER?

The amount indicated in the Table of Benefits constitutes the maximum amount reimbursed for all claims arising during the cover 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 will be compensated on the basis of proof and on the basis of the replacement value by equivalent objects of the same nature, with deductions made for depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the luggage or the valuable object. In the following year, the refund amount will be calculated at 75% of the purchase price. In subsequent years the value will be reduced by a further 10%.

In the event of theft, you will be reimbursed on the basis of proof and the replacement value of equivalent objects of the same kind.

In all cases, the proportional capital rule provided for in Article L.121-5 of the French Insurance Code shall not apply.

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

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report the claim to MUTUAIDE – SERVICE ASSURANCE within five working days except in the case of unforeseen events or force majeure; if you do not comply with this deadline and we suffer loss as a result, you will lose all rights to compensation.

The claim report must be accompanied by the following information:

- ✓ acknowledgement of receipt of a complaint in the event of theft or a report of theft to a competent authority (police, transport company, purser, etc.) in the case of theft during the trip or loss by a transport company;
- ✓ the loss or destruction report drawn up by the carrier (sea, air, rail, road) if the luggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the carrier.
- ✓ A copy of the list of items declared damaged or stolen, given to the transport company;
- ✓ The letter of reimbursement from the airline or transport company stating the compensation paid to you;
- ✓ The original purchase receipts for the damaged or stolen items;

- ✓ In the event of a delay in delivery, the incident report drawn up by the carrier company and the baggage delivery note indicating the date and time of delivery.

If these documents are not provided, you forfeit your right to compensation.

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

You are required to prove, by all means in your power and by all documents in your possession, the existence and value of these goods at the time of the claim, as well as the extent of the losses incurred.

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

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

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

- if we have not yet paid compensation, you must take back the said luggage, objects or personal effects; we are then only obliged to pay for any damaged or missing items.
- if we have already paid compensation, you may choose within 15 days:
 - ✓ either to surrender the said luggage, objects or personal effects to us,
 - ✓ or to take back the said luggage, objects or personal effects in return for the repayment of the compensation you have received, minus, where applicable, the part of this compensation corresponding to any damaged or missing items.

If you do not choose within 15 days, we will consider that you have opted to surrender the items to us.

2. CANCELLATION (optional guarantee)

The benefit is granted for the reasons and under the circumstances listed hereinafter to the exclusion of all others, within the limits indicated in the Table of Benefits:

- Serious Illness (including serious illness following an Epidemic or Pandemic declared in the 30 days prior to departure), Serious Bodily Injury or death, including the consequences, sequelae, complications or aggravation of an illness or accident, occurring before you purchased your trip and involving:

- you, your spouse or common-law partner, your ascendants or descendants (any degree), your guardian or any person who usually lives in your household,
- your brothers, sisters, including the children of the spouse or common-law partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your designated professional replacement at the time of enrolment,
- the person designated, at the time of purchasing this contract, as responsible during your trip for looking after or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is hospitalisation for more than 48 hours or death.

- Pregnancy complications up to the 28th week.

- ✓ and which result in 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 very nature of the trip is incompatible with pregnancy, provided you are not aware of your condition at the time of registration for the trip.

- Cancellation for denied boarding due to temperature reading

- ✓ Denied boarding following a temperature check by the Beneficiary/Insured person on arrival at the airport, railway station, bus station or port of departure. (A supporting document issued by the transport company that denied you boarding, or by the health authorities, must be sent to us; in the absence of this supporting document, no compensation will be possible).

- Absence of vaccination against Covid 19

- ✓ when, at the time of taking out this policy, the country of destination did not require vaccination against Covid 19 for entry into its territory, but at the time of your departure it does:
 - and you are no longer within the required timeframe for this vaccination to allow you to travel,
 - or that you cannot carry out this vaccination, following a medical contra-indication of vaccination

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

WHEN SHOULD YOU REPORT THE CLAIM?

There are two stages:

1. As soon as the illness manifests itself, you must **notify your travel agent IMMEDIATELY.**

If you cancel the trip with your travel agent at a later date, we will only reimburse you the cancellation costs from the date of the contraindication established by a competent authority, in accordance with the cancellation schedule set out in the travel agent's special conditions of sale.

2. Secondly, you must report the claim to MUTUAIDE – Service Assurance, within five working days of the claim event.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim statement must be accompanied by:

- a medical certificate and/or official hospital report specifying the origin, nature, seriousness and foreseeable consequences of the illness;

You must provide MUTUAIDE – Service Assurance with the documents and medical information required to follow up your claim, using the pre-printed “Medical Department” envelope that we will send you on receipt of the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or this information, you must obtain them from your doctor and send them to MUTUAIDE – Service Assurance using the pre-printed envelope mentioned above.

You must also send all information or documents requested of you in order to justify the reason for your cancellation, in particular:

- ✓ all photocopies of prescriptions for medication, analyses or examinations as well as all documents proving their issue or execution, and in particular health forms including, for prescribed medication, copies of the corresponding labels;
- ✓ Social Security statements or statements from similar bodies, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original receipted invoice for the amount due to the travel agent or that the travel agent holds;
- ✓ your insurance policy number;

- ✓ the booking form issued by the travel agent;
- ✓ In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of the persons responsible, as well as, if applicable, any witnesses;
- ✓ in the event boarding is refused: proof from the transport company that denied you boarding, or from the health authorities, must be sent to us; in the absence of this proof, no compensation can be paid.
- ✓ and any other documents required.

In addition, it is expressly agreed that you accept in advance a possible examination by our medical officer. If you object to this without a legitimate reason, you will lose your right to compensation.

WHAT IS EXCLUDED

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

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

- ◆ An event, an illness or an accident that is first diagnosed, relapses, worsens or leads to hospitalisation between the date of purchase of the trip and the date of taking out the insurance policy;
- ◆ Any circumstance that is only detrimental to your enjoyment;
- ◆ Pregnancy including its complications beyond the 28th week and in all cases, voluntary interruption of pregnancy, childbirth, in vitro fertilisation and its consequences;
- ◆ Forgetting to obtain vaccinations;
- ◆ Default of any kind, including bankruptcy, of the tour operator or carrier meaning that it is impossible for it to fulfil its contractual obligations;
- ◆ Lack or excess of snow;
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than three consecutive days subsequent to taking out this policy;
- ◆ Pollution, the local health situation, natural disasters covered by the procedure referred to in law No. 82.600 of 13 July 1982 and their consequences, weather or climate events;
- ◆ The consequences of criminal proceedings to which you are subject;
- ◆ Any other event occurring between the date of taking out the insurance policy and the date of departure of your trip;
- ◆ Any event occurring between the date of booking the trip and the date of taking out the insurance policy.
- ◆ The absence of risk or hazard;
- ◆ An intentional and/or legally punishable act, the consequences of drunkenness or taking drugs, any stupefying substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor;
- ◆ The fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs;
- ◆ An act of negligence on your part;
- ◆ Any event for which the travel agent could be held responsible in application of the Tourism Code in force;
- ◆ The failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination booklet, except in the case of the theft of the passport or identity card within 48 hours prior to departure.

CLAUSE 10 – GENERAL EXCLUSIONS

The following are not covered:

- ◆ Services which have not been requested during the trip or which have not been organised by us or in agreement with us are not eligible for reimbursement or compensation after the event;
- ◆ Dining and hotel expenses, except those specified in the description of benefits;
- ◆ Damage caused intentionally by the Insured and that resulting from his/her participation in a crime, misdemeanour or brawl, except in self-defence;

- ◆ Amounts due in fines/penalties and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competitive sport or a rally giving right to a national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for these competitions,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports
- ◆ Mechanical or aerial sports, ski jumping, high mountain climbing, rock climbing, caving, base jumping, speed riding, bobsleigh, skeleton, racing luge, combat sports, MMA, parkour, kitesurfing, racing luge, ice hockey, extreme skiing, bullfighting, hunting dangerous animals,
- ◆ Sport in official competitions (leading to regional, national or international rankings) or during training for competition when attempting to set records,
- ◆ Practising sport in a professional capacity,
- ◆ Participation in competitions or endurance or speed events and their preparatory tests, on board any land, water or airborne locomotion device,
- ◆ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sport activity,
- ◆ Costs incurred after the return from the trip or the expiry of the guarantee,
- ◆ Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or coercion by the public authorities,
- ◆ The use by the Insured of air navigation equipment,
- ◆ The use of war devices, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent misconduct on the part of the Insured in accordance with Article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics 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 from an energy source of a radioactive nature.

MUTUAIDE ASSISTANCE cannot be held responsible for failures or delays in the execution of its obligations resulting from events of force majeure, or events such as civil or foreign war, riots or public unrest, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, radioactive decay, the explosion of devices and radioactive nuclear effects, Epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen event or event of force majeure, as well as their consequences.

CLAUSE 11 – HOW TO ACCESS ASSISTANCE SERVICES

The assistance services can only be implemented after a telephone call from the the Insured at the time of the event.

As soon as the call is received, MUTUAIDE ASSISTANCE, after checking the entitlements of the caller, will organise and pay for the services provided for under this policy.

In order to provide a service, MUTUAIDE ASSISTANCE may ask the Insured to justify his/her status and to produce, at his/her own expense, the documents proving this entitlement.

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

MUTUAIDE ASSISTANCE can in no way replace the local emergency services and shall only intervene within the limits of the agreements given by the local authorities, nor can it pay for the costs thus incurred, with the exception of the cost of transport by ambulance or taxi to the nearest place where appropriate care can be given, in the case of a minor illness or slight injury requiring neither repatriation nor medical transport.

Any services or interventions by MUTUAIDE ASSISTANCE will comply fully with national and international laws and regulations. As such, the necessary authorisations from the competent authorities must be obtained.

When MUTUAIDE ASSISTANCE bears the cost of transport for an Insured Party, the said party must return the unused return ticket initially booked.

MUTUAIDE ASSISTANCE shall decide on the nature of the air ticket made available to the Insured according to the possibilities offered by the airlines and the duration of the journey.

CLAUSE 12 – TERMS AND CONDITIONS FOR REIMBURSEMENT

We will only reimburse monies to the Insured on presentation of original receipted invoices for expenses incurred with our agreement.

Requests for reimbursement should be addressed to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres (Claims Management Department)
126, rue de la Piazza – CS 20010
93196 NOISY LE GRAND
CEDEX

CLAUSE 13 – CLAIMS PROCESSING

A complaint is an oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or advice is not a complaint.

1. For any claim on the assistance guarantees listed below, you can contact MUTUAIDE by calling +33(0)1.55.98.87.89:

- ✓ Practical information
- ✓ Remote medical consultation
- ✓ Repatriation and medical transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children aged under 15 years
- ✓ Visit by a relative
- ✓ Extension of trip
- ✓ Continuation of travel
- ✓ Medical expenses outside your country of residence
- ✓ Repatriation of the body
- ✓ Death formalities
- ✓ Impossibility of return home
- ✓ Hotel expenses in the event that you cannot return home
- ✓ Hotel expenses as a result of Quarantine requirement
- ✓ Early return home
- ✓ Legal assistance abroad
- ✓ Search and rescue costs
- ✓ Ski slope rescue costs
- ✓ Sending urgent messages
- ✓ Payment for a local flat rate telephone service
- ✓ Advance of funds

- ✓ Psychological support if required to Quarantine
- ✓ Emergency supplies
- ✓ Home help
- ✓ Shopping delivery

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: qualité.assistance@mutuaide.fr or by post to :

MUTUAIDE

CUSTOMER QUALITY DEPARTMENT

126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum of 10 working days from the date it was sent.

Our response must be given to you in writing within two months of the complaint being sent.

If you are not satisfied with this reply, or if no reply has been received within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

- 2.** For any claim on your insurance cover, regarding the execution of your Cancellation and Luggage benefits, please contact MUTUAIDE by calling +33(0)1.55.98.87.89.

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: gestion-assurance@mutuaide.fr or by post to :

MUTUAIDE

Insurance Department

TSA 20001 - 93196 NOISY LE GRAND CEDEX

In the event of a written claim, we will acknowledge receipt of the claim within a maximum of 10 working days from the date it was sent.

Our response must be given to you in writing within two months of the complaint being sent.

If you are not satisfied with this response, or if no response has been given to you within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

The Médiation de l'Assurance is not competent to deal with contracts taken out to cover professional risks.

CLAUSE 14 – DATA COLLECTION

The Insured acknowledges that he/she has been informed that his/her personal data is processed by the Insurer in accordance with the regulations in force relating to the processing of such data and the protection of privacy, in particular the provisions of the French Data Protection Act No. 78-17 of 6 January 1978 as amended and the General Data Protection Regulation (Regulation 2016/679 of 27 April 2016) and also that:

- the answers to the questions asked are required and that in the event of false declarations or omissions, the consequences for the Insured may be the nullification of the policy (Article L.113- 8 of the French Insurance Code) or a reduction of the compensation paid (Article L.113- 9 of the French Insurance Code).
- The processing of personal data is necessary for the subscription and execution of his/her policy and benefits, for the management of commercial and contractual relationships, or for the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed shall be stored for the time periods required for the execution of the policy or as required by law. These data shall then be archived for the applicable legal limitation periods.
- The recipients of the data relating to the Insured are, within the limits of their responsibilities, the Insurer's departments in charge of the conclusion, management and execution of the insurance policy and cover, and its delegates, agents, partners, subcontractors and reinsurers within the framework of the exercise of their functions for the purposes described above.

The data may also be sent, if necessary, to professional bodies and to any persons involved in the policy such as lawyers, experts, court officers and ministerial officers, curators, guardians and investigators.

Information concerning the Insured may also be sent to all persons empowered as Authorised Third Parties (courts, arbitrators, ombudsmen, relevant ministries, supervisory and control authorities and all public bodies authorised to receive the information, as well as to the inspection and audit services such as statutory auditors, inspectors and internal control departments).

- In its capacity as a financial organisation, the Insurer is subject to the legal obligations arising principally from the French Monetary and Financial Code with regard to the prevention of money laundering and terrorist financing and, in this respect, it follows a process for monitoring policies which may result in a report of suspicious transactions or in freezing of assets.

Data and documents relating to the Insured are held for a period of five (5) years from the expiry of the policy or the termination of the relationship.

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

This may mean that examination of the file takes longer, or result in the reduction or refusal of an entitlement, a benefit, a policy or a service offered.

As such, personal data relating to the Insured (or persons party to or affected by the policy) may be processed by any authorised persons working within the entities of the Insurer's Group in the context of the fight against fraud. These data may also be intended for the authorised personnel of organisations directly concerned by a fraud (other insurance organisations or intermediaries; judicial authorities, ombudsmen, arbitrators, court officers, ministerial officers; third-party bodies authorised by a legal provision and, where applicable, the victims of fraudulent acts or their representatives).

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

For persons registered on a list of suspected fraud offenders, the data concerning them shall be deleted after a period of five (5) years from the date of their registration on this list.

- In its capacity as an insurance company, the Insurer is entitled to process data relating to offences, convictions and security measures either at the time of taking out the contract, or during its execution or within the framework of managing disputes.
- Personal data may also be used by the Insurer in the context of processing carried out by the Insurer for its own legitimate interests, the objective of which are research and development to improve the quality or relevance of its future insurance products and/or assistance and service offerings.
- The Insured's personal data may be made available to some of the Insurer's employees or service providers located outside European Union countries. In that event, the Insurer undertakes to implement all necessary guarantees to ensure the protection of the personal data transmitted in this way.
- The Insured has a right of access, rectification and deletion of the data processed, as well as a right to limit or oppose the processing of his/her data, by providing proof of identity. He/she also has the right to ask to limit the use of his/her data when they are no longer needed, or to recover in a structured format the data he/she has provided when these data are necessary for the policy or when he/she has consented to the use of the data.

He/she has the right to define instructions concerning the fate of his/her personal data after his/her death. These instructions, whether general or specific, concern the retention, deletion and communication of his/her data after his/her death.

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

- by e-mail, to DRPO@MUTUAIDE.fr
or
- in writing, to the following address: Representative Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 NOISY LE GRAND CEDEX.

If a request submitted to the Data Protection Officer is not satisfactorily dealt with, the Insured may refer the matter to the French Data Protection Authority (CNIL – Commission Nationale de l'Informatique et des Libertés).

CLAUSE 15 – SUBROGATION

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

CLAUSE 16 – PERIOD OF LIMITATION

Pursuant to Article L.114-1 of the French Insurance Code, any action deriving from this policy is time-barred after two years from the event that gave rise to it. This period is extended to ten years for death benefits, with action brought by the beneficiaries being time-barred at the latest thirty years after this event.

However, this period only runs:

- in the case of concealment, omission, false or inaccurate statement on the risk incurred, from the day the Insurer became aware thereof;
- in the event of a claim, only from the day when the affected parties became aware of it, if they can prove that they were unaware of it until then.
- When the Insured's action brought against the Insurer is based on recourse by a third party, this period of limitation shall run only from the day on which this third party took legal action against the Insured or was compensated by the latter.

- This period of limitation may be interrupted, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:
- recognition by the obligor of the right of the person against whom he/she could claim inaction within the time limit (Article 2240 of the French Civil Code);
- the bringing of a legal claim, including in summary proceedings, up until the termination of the proceedings. The same applies where the action is brought before a court which lacks jurisdiction or where the act of bringing the action before the court is annulled as a result of a breach of procedure (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the plaintiff withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- or in the case of a protective measure in accordance with the French Code of Civil Procedure or an act of forced execution (Article 2244 of the French Civil Code).

It is recalled that:

Interpellation made to one of the joint and several obligors by a legal demand or by an act of forced execution or the recognition by the obligor of the right of the one against whom he/she could claim inaction within the time limit interrupts the period of limitation against all others, even against their heirs.

However, interpellation made to one of the heirs of a joint and several obligor or the acknowledgement of this heir does not interrupt the period of limitation with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or acknowledgement interrupts the period of limitation with respect to the other co-obligors, only for the share for which this heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to summon all the heirs of the deceased debtor or to acknowledge all these heirs (Article 2245 of the *Code civil* (French Civil Code)). The interpellation of the principal obligor or his/her acknowledgement interrupts the period of limitation against the guarantor (Article 2246 of the French Civil Code).

The limitation period can also be interrupted by:

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

CLAUSE 17 – SETTLEMENT OF DISPUTES

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

CLAUSE 18 – FALSE DECLARATIONS

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

- **Any concealment or intentionally false declaration on your part shall render the policy null and void. The premiums paid shall be retained by us and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113-8 of the French Insurance Code.**
- **Any omission or inaccurate declaration on your part, the bad faith of which is not established, shall lead to the cancellation of the policy 10 days after the notification that will be sent to you by registered letter and/or the application of the reduction of the indemnities under the French Insurance Code as provided for in article L.113-9.**

CLAUSE 19 – SUPERVISORY BODY

The supervisory body for MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel de Résolution (ACPR – French Prudential Supervisory Authority) – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.

CLAUSE 20 – LANGUAGE

The language used in the context of pre-contractual and contractual relationships is French.

CLAUSE 21 – COMPETENT COURTS

The policy is governed exclusively by French law. Any dispute arising from the execution, non-execution or interpretation of this Information Notice shall be subject to the exclusive jurisdiction of the French courts.