

Mutuaide

# INFORMATION LEAFLET



## Tourist Travel Insurance

COMFORT Coverage -  
BANK CARD  
COMPLEMENTARY OPTION

**Please note: before making any call, please contact the insurance company for your bank card first!**

To take out this guarantee, you must hold a multi-service bank card offering Cancellation and Repatriation transport Guarantees: Gold Mastercard, Visa Premier, Infinite Platinum, American Express **excluding any other types of bank card.**

We will only cover you once your claim for compensation or assistance has been processed by your bank card insurer and within the limits set out in the Information Leaflet

## Contacts

### How to contact our **Assistance** service?



#### 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](mailto:voyage@mutuaide.fr)



01. 45.16.63.92

*\* Call not surcharged, cost depending on operator, call may be recorded*

**To allow us to intervene under the best conditions, the information below will be requested during your call:**

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

**On the first call, you will be given an assistance case number. You should always mention this number for future contact with our Assistance Service.**

### How to contact our **Insurance** service?



#### MUTUAIDE Service Assurance

TSA 20001  
93196 NOISY LE GRAND CEDEX  
Monday to Friday, 9am to 6pm



+33. 1.55.98.87.89\*



[gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr)

*\* Call not surcharged, cost depending on operator, call may be recorded*

**Please remember to gather the following information that will be requested during your call:**

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

**On the first call, you will be given an insurance case number. You should always mention the number for future contact with our Insurance Department.**

## Table of GUARANTEES

INSURANCE GUARANTEES	CEILING
<b>CANCELLATION</b>	
• Cancellation for medical reasons	Actual costs / Deductible of 30% of cancellation fees in case of COVID 19
• Cancellation all causes	Actual costs
• Cancel all but	Actual costs
<b>MISSED DEPARTURE</b>	€ 4,000 € per person / € 30,000 per event
<b>DEPARTURE IMPOSSIBLE</b>	
• Flight + hotel package	€ 80 per night / Maximum 4 nights
• Flight only	€ 50 per night / Maximum 2 nights
<b>TRANSPORT DELAY</b>	
• Europe	€ 70 per person
• Rest of the World	€ 150 per person
<b>MISSED CONNECTION</b>	€ 75 max per person
<b>LUGGAGE</b>	€ 2,500 per person
• Broken eyeglasses	€ 150 per person
• Basic necessities in the event of theft, total or partial destruction or loss during transport	
○ After 24 hours	€ 150 per person
○ After 48 hours	€ 250 per person
• Delivery delay (more than 24 hours)	Lump-sum compensation of € 200 per person
<b>INTERRUPTION OF STAY</b>	€ 5,000 per person / € 25,000 per event
<b>RETURN IMPOSSIBLE</b>	
• Hotel expenses	
○ Flight + hotel package	€ 80 per night / Maximum 4 nights
○ Flight only	€ 50 per night / Maximum 2 nights
<b>DAMAGE WAIVER FOR RENTAL CAR</b>	
• Damage to rental car	Actual costs
<b>CIVIL LIABILITY PRIVATE LIFE ABROAD (only for continental France and DOM residents)</b>	
• Bodily harm, property damage and consequential losses	€ 4,500,000 per claim
Including	
• Property damage and consecutive consequential losses with a straight deductible of €150 per claim	€ 750,000 per claim
• Defence before civil, commercial or administrative courts. Defence of civil interests before the criminal courts	Expenses payable by the Insurer, unless the limit of liability in question is exceeded
ASSISTANCE GUARANTEES	CEILING
• Repatriation or medical transport (including serious illness following an Epidemic or Pandemic declared in the 30 days prior to departure)	Actual costs
• Repatriation of accompanying persons	Actual costs
• Repatriation of children under 15 years of age	Actual costs
• Visit from a relative	Round-trip ticket*
• Early return	Return transport ticket*
• Extension of stay	Hotel costs € 80 per night / max 5 nights

• <b>Medical expenses outside the country of residence (including serious illness following an Epidemic or Pandemic declared in the 30 days prior to departure)</b>	
○ Europe	€ 150,000
○ Rest of the World	€ 300,000
• <b>Repatriation of remains</b>	
○ Repatriation of remains	Actual costs
○ Funeral expenses necessary for transport	€ 2,500
• <b>Sending of medicines abroad</b>	Postage and packing
• <b>Search or rescue costs</b>	€ 10,000 per person and € 20,000 max per event
• <b>Transmission of urgent messages</b>	Actual costs
• <b>Cash advance</b>	2 000 €
• <b>Legal assistance abroad</b>	
○ Advance of bail bond	3 000 €
○ Advance of legal fees	1 500 €
• <b>Advice to travellers</b>	Actual costs
➤ <b>Assistance guarantees in case of Epidemic or Pandemic</b>	<b>Ceiling</b>
• <b>Pre-departure teleconsultation</b>	1 call
• <b>Impossible return</b>	€ 1,000 / person and € 50,000 / group
• <b>Hotel expenses following an Impossible return</b>	€ 80 / night - 14 nights maximum
• <b>Hotel expenses following Quarantine</b>	€ 80 / night - 14 nights maximum
• <b>Coverage of a local telephone package</b>	€ 80
• <b>Psychological support following Quarantine</b>	6 interviews / event
• <b>First aid kit</b>	€ 100 / person and € 350 / family
• <b>Household help</b>	15 hours spread over 4 weeks
• <b>Household shopping delivery</b>	15 days maximum and 1 delivery / week
• <b>Psychological support following repatriation</b>	6 interviews / event

by train <sup>1st</sup> class or airliner economy class

## ARTICLE 1 - PURPOSE OF THE INFORMATION LEAFLET

The Insurer allows Insureds who have chosen to enrol in this Contract to benefit from the coverages described in this Information Leaflet.

The Information Leaflet is drafted in accordance with the provisions of the Insurance Code. It describes the coverages, exclusions and obligations of the Insured in the event of a loss.

**We invite you to check that you are not already the beneficiary of a guarantee covering one of the risks covered in this Information Leaflet. If this is the case, please refer to Article 4 "Right of Waiver" for the terms and conditions of waiver of coverage.**

## ARTICLE 2 - GEOGRAPHICAL SCOPE

### Covered travel:

The guarantees of this Contract are granted in the countries of the zone that appear in your Special Conditions.

### Geographical coverage:

Worldwide excluding countries excluded.

**Excluded countries include those which are in a state of civil or foreign war, of known political instability, undergoing**

popular movements, riots, acts of terrorism, reprisals, restrictions on the free movement of persons and goods (regardless of the reason, notably health, security, meteorological...).

### ARTICLE 3 - CONDITIONS - EFFECT - DURATION OF ENROLLMENT

#### Terms and conditions:

The contract is intended to cover travellers, from 1 to 9 people (groups of friends, school groups, works councils ...). **It must be taken out before you leave on 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.**

You must also pay the corresponding premium in advance. This premium, which includes the taxes, duties and fees applicable to this type of policy, is payable cash at the time of taking out on our website.

**If payment is not made at the time of taking out the Contract, the Contract will be considered null and void and will not give rise to any benefits or compensation.**

#### Effective date and date of expiration:

The cancellation and missed departure guarantees take effect on the day the contract is subscribed and expire on the day of departure on the trip. The other cover takes effect on the day of departure on the trip and expires on the date of the end of the trip.

#### Duration:

Membership is limited to 12 consecutive months.

#### Renewal:

The renewal of a current contract will only be accepted if it immediately follows the previous contract subscribed, without interruption. However, the duration of membership and renewal may not exceed 12 consecutive months.

### ARTICLE 4 - RIGHT OF RETRACTION

#### Contract of less than 1 month

No right of retraction applies to travel or luggage insurance contracts of a duration of less than 1 month.

#### Contract of more than 1 month

You have a right of retraction for 14 calendar days from the date you enrol in the Contract, without charge or penalty.

**This right does not apply if you report a Covered Loss to the Insurer within this 14-day period.**

The letter of retraction, of which a model is proposed hereafter for exercising this right, must be sent by letter or any other durable format to MUTUAIDE - Service Commercial - 126, rue de la Piazza - CS 20010 - 93196 NOISY LE GRAND CEDEX.

#### Proposal of text to exercise your right of retraction

"I, the undersigned Mr. / Ms. .... residing at ..... retract my enrolment in Contract No..... I certify that, as of the of sending my letter, I am not aware of any Claim triggering the guarantees under this Contract".

#### Consequences of retraction

Exercise of the right of retraction within the period defined above shall result in termination of the Contract as of the date of receipt of the request for retraction. You will then be refunded the premium you paid, without charge or penalty, within 30 days from the date of exercising the right of retraction, except in the event of a Claim occurring prior to exercising the right of retraction.

## ARTICLE 5 - TERMINATION OF ENROLLMENT

In the event of your holiday is cancelled before the start date of the cover, the premium will not be refunded unless the retraction conditions are met.

## ARTICLE 6 - DEFINITIONS AND SCOPE

### Insurer

For Assistance and Insurance cover, excluding Civil Liability in Private Life abroad, the Insurer is  
MUTUAIDE ASSISTANCE - 126 rue de la Piazza, CS 20010 - 93196 Noisy le Grand CEDEX - SA with capital of €15,180,660  
- Company governed by the French Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de  
Résolution (French Prudential Control Authority) - 4 Place de Budapest CS 92459, 75436 Paris Cedex 09 383 974 086  
RCS Bobigny - TVA FR 31 383 974 086.

For the cover for Civil Liability in Private Life Abroad under policy number is 35.806.460, the Insurer is TOKIO MARINE  
EUROPE SA (TOKIO MARINE HCC).

### Abroad

Any country outside your country of residence.

### Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through 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 to be a single coordinated act, this event will be considered to be a single event.

### Basic necessities

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

### Claim

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

### COM

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

### Deductible

The portion of the loss for which the Insured is liable under the contract in the event of compensation following a loss. The deductible may be expressed as an amount, a percentage, a day, an hour or a kilometre.

### Definition of personal assistance

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

### DOM-ROM, COM and sui generis communities

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

### DROM

French overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Reunion and Mayotte.

**Epidemic**

Appearance of a large number of patients in a given place following a disease.

**Europe**

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

**Events covered for assistance guarantees**

Illness, injury or death during a covered trip.

**Events covered for insurance guarantees**

According to the options subscribed:

- ✓ Civil Liability in Private Life Abroad
- ✓ Lost, stolen and damaged luggage
- ✓ Damage Waiver on Leased Vehicle

**Family members**

Your de jure or de facto spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must reside in the same country as you, unless otherwise stipulated by the contract.

**Group**

All participants on the same travel registration form.

**Home/Country of residence**

For the guarantees of Assistance and Insurance except Civil Liability in Private Life abroad, your main and usual place of residence in continental France, in the DOM-ROM COM and sui generis communities or in Europe is considered as your domicile.

For the cover for Civil Liability in Private Life Abroad, the residence must be located in continental France or the French Overseas Departments.

**Illness**

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

**Injury**

Abrupt impairment of health resulting from the sudden action of an unintentional external cause on the part of the victim, as ascertained by a competent medical authority.

**Insured**

An individual or group duly insured under this contract and hereinafter referred to as "you".

For the guarantees of Assistance and Insurance except Civil Liability in Private Life abroad, these persons must reside in continental France, in the DOM-ROM COM and sui generis communities or in Europe.

For the cover for Civil Liability in Private Life Abroad, these persons must be domiciled in mainland France or the French Overseas Departments.

**Luggage**

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

**Maximum per event**

In the event that cover is exercised in favour of several insured victims of the same event and insured under the same special conditions, the insurer's cover shall, in any event, be limited to the maximum amount provided under this cover regardless of the number of victims. As a result, compensation shall be reduced and settled in proportion to the number of victims.



**Natural disaster**

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

**Nullity**

Any fraud, falsification or false declarations and false testimony likely to implement the guarantees provided for in the contract shall result in the nullity of our commitments and forfeiture of the rights provided for in said agreement.

**Pandemic**

World-wide spread of a disease.

**Performance of services**

The services guaranteed by this agreement can only be triggered with the prior approval of MUTUAIDE ASSISTANCE. As a consequence, no expenditure made solely under the authority of the Insureds can be reimbursed by MUTUAIDE ASSISTANCE.

**Precious objects**

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

**Quarantine**

Isolation of the person, in case of suspicion of illness or proven illness, decided by a local relevant authority, in order to avoid a risk of propagation of the said disease in the context of an Epidemic or Pandemic.

**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.

**Serious personal injury**

Abrupt deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim, established by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of any professional or other activities.

**Territoriality**

The whole world.

**We organize**

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

**We cover**

We finance the service.

## ARTICLE 7 - DESCRIPTION OF THE INSURANCE COVER

### 1. CANCELLATION

#### MEDICAL CANCELLATION

Cover is provided to you for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Guarantees:

- **Critical 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 up to you to establish the reality of the situation giving entitlement to our services, and 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 CAUSES**

Cover is provided to you for the reasons and circumstances listed below, to the exclusion of all others, up to the limit indicated in the Table of Guarantees:

**- Serious property damage** imperatively requiring your presence on the day of your planned departure to take the necessary precautionary measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.

**- Theft in private or professional premises**, imperatively requiring your presence on the day of departure, provided that it occurred within 48 hours before departure on the trip.

**- Your notification to be present for an organ transplant**, on a date during the planned trip, and provided that the notification was not known at the time you enrolled in the Contract.

**- A contraindication for vaccination**, the consequences of vaccination, or a medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

**- Serious damage to your vehicle** occurring within the 48 hours prior to departure, and to the extent that it can no longer be used to get to your place of stay/point of departure.

**- An accident or breakdown in your means of transport** occurring during your pre-routing, resulting in a delay of more than two hours, will cause you to miss the flight booked for your departure, provided that you have made arrangements to arrive at the airport at least 2 hours before the close of boarding.

**- Your dismissal for economic reasons** or that of your de jure or de facto spouse, provided that the procedure had not been initiated on the day of subscription of this Contract and/or that you were not aware of the date of the event at the time of enrolment in the Contract.

**- Obtaining paid employment or a paid internship**, taking effect before or during the dates scheduled for your trip, while

you were registered with Pôle Emploi (the unemployment service), provided that it is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment company.

- **Your notice-to-appear, which is imperative, unforeseeable and unable to be postponed**, received from an administration for a date during the planned trip, and provided that you were not aware of the summons when the Contract was subscribed.

- **Your notice-to-appear**, on a date during the duration of your trip, to take a **university make-up exam, provided that** you were not aware that you had failed to pass the exam at the time you subscribed this Policy.

- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you had not submitted an application which was refused by these authorities for a previous trip, that your efforts permitted them to take a position prior to your trip, and provided that you comply with the restrictions required by the administrative authorities of this country.

- **Your professional transfer**, not for disciplinary reasons, imposed by your employer, requiring that you relocate during the period of your insured stay or in the 8 days prior to your departure, and provided that you were not aware of the transfer at the time of enrolment in the Contract. This cover is granted to salaried employees, **excluding self-employed professionals, managers, company legal representatives, self-employed workers, craftsmen and occasional entertainment workers**.

- **Cancellation or modification of the date of your paid leave by your employer**. This guarantee is granted to salaried employees, **excluding self-employed professionals, managers, company legal representatives, self-employed workers, craftsmen and occasional entertainment workers**. This leave, corresponding to an acquired right, must have been the subject of prior written approval from the employer before the Contract was subscribed.

- **Your notice-to-appear for a child adoption** during the period of your insured stay, and provided that you were not aware of the summons at the time you subscribed the Contract,

- **Cancellation for the separation** of a married couple, common-law partners or persons joined by a civil solidarity pact (PACS), this guarantee is only acquired on presentation of legal and administrative documents proving the real nature of the separation or cohabitation in the case of cohabitation (divorce proceedings, breach of the PACS contract, all documents attesting to the couple's cohabitation, EDF GDF and TELECOM invoices, joint bank accounts, joint declaration, etc.).

- **Theft, within 48 hours before your departure, of your identity papers** (passport, identity card) which are **essential for crossing border(s)** during your trip, provided that a theft report has been filed, as soon as the theft is known, with the closest police authorities.

- **Cancellation for a covered reason** of one or more persons registered at the same time as you (Maximum 9) and insured under this policy. If you wish to make the trip alone, the additional costs are taken into account, without our reimbursement being able to exceed the amount due in the event of cancellation on the date of the event.

- **The name change fee** charged by the service provider if, for a covered event, you prefer to be replaced by another person rather than cancel your stay. Our refund will not exceed the amount due in case of cancellation on the date of the name change.

- **A riot, attack or act of terrorism occurring abroad**, in the city or cities of your trip destination(s). Cover is provided for a riot, attack or act of terrorism when at least 2 of the following 3 conditions are met:

- The event resulted in property damage and bodily injury in the destination city or cities of your trip,
- The French Ministry of Foreign Affairs strongly advises against travelling to the city or cities of destination of your trip,
- The date of your departure is scheduled less than 30 days after the event and no similar event has occurred in the country concerned in the 30 days prior to enrolling in the contract, with said event occurring after enrolment in the contract.

### OUTRIGHT CANCELLATION

Cover is also acquired, within the limit indicated in the Table of Guarantees, for any **other random event of any kind, constituting an immediate, real and serious obstacle** preventing your departure and/or the exercise of the activities planned during your stay. A random event is understood to be any sudden, unforeseeable circumstance beyond the control of the insured and justifying cancellation of the trip. The random event must have a direct causal link with the inability to leave.

### THE AMOUNT OF THE GUARANTEE

The indemnity paid in application of this Contract may under no circumstances exceed the price of the trip declared at the

time of subscription of this Contract and within the limits provided for in the Table of Guarantees.

We will reimburse you the amount of the cancellation fees charged according to the conditions of the cancellation scale shown in the general conditions of the travel agency with which you purchased your services.

Administrative fees of less than 50 €, tips, visa fees and the premium paid in return for taking out this policy are not refundable.

### **WHEN DO YOU HAVE TO REPORT THE INCIDENT?**

#### **Two steps**

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

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

2/ In addition, you must declare the incident to MUTUAIDE - Service Assurance, within five working days following the event giving rise to the guarantee.

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

**Your written claim must be accompanied by:**

- in the event of illness or accident, a medical certificate and/or an administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status form,
- in any other case, any supporting document to justify the reason for your cancellation.

**You will have to provide MUTUAIDE - Service Assurance with the documents and medical information necessary for examination of your case, by means of the pre-printed "Service Médical" envelope, which we will send to you as soon as we receive the declaration of 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 will also be required to provide any information or documents that you may be asked to submit in order to justify the reason for your cancellation:**

- ✓ all photocopies of prescriptions prescribing medicines, tests or examinations and all documents justifying that they have been obtained or performed and, in particular, treatment forms including, for the medicines prescribed, copies of the corresponding stickers.
- ✓ statements from Social Security or any other similar body relative to reimbursement of treatment costs and the payment of daily benefits,
- ✓ the original paid invoice for the debit you are required to pay to the travel agency or that the travel agency keeps,
- ✓ your insurance policy number,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances of the accident and provide us with the names and addresses of those responsible and any witnesses,
- ✓ In the event of denied boarding: 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,
- ✓ and any other necessary documents.

**Furthermore, it is expressly agreed that you accept, in advance, the principle of an examination by our medical advisor. Therefore, if you object without legitimate reason, you will forfeit your rights to cover.**

## WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving due to related to border closures, the material organisation of the accommodation or security conditions at the destination.

In addition to the exclusions common to all guarantees, exclusions also include:

- ◆ An event, illness or accident that has been the subject of an initial observation, relapse, aggravation or hospitalisation between the date of purchase of the stay and the date of subscription of the insurance contract,
- ◆ Any circumstance that is only an 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 vaccination,
- ◆ Failure of the carrier to fulfil its contractual obligations, including financial failure, rendering it unable to satisfy its contractual obligations,
- ◆ The lack or excess of snow cover,
- ◆ Any medical event whose diagnosis, symptoms or cause are of an emotional, psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days after enrolment in this Contract,
- ◆ Pollution, the local health situation, natural disasters subject to the procedure stated in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ◆ The consequences of criminal proceedings against you,
- ◆ 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 randomness,
- ◆ Intentional acts and/or acts which may be punished under the Law, the consequences of alcoholic states and the use of drugs, any narcotic substance mentioned in the Public Health Code, medicines and treatments not prescribed by a physician,
- ◆ Release of an opinion from the French Ministry of Foreign Affairs advising against the geographical destination of the trip,
- ◆ A negligent act on your part,
- ◆ Any event for which the travel agency could be held responsible in application of the Tourism Code in effect,
- ◆ Failure, for any reason whatsoever, to present documents essential for the stay, such as passport, identity card, visa, travel documents, vaccination record, except in the case of theft, within 48 hours prior to departure, of the passport or identity card.

## 2. MISSED DEPARTURE

If you miss your the transport covered at the time of taking out the insurance at the start of your outbound journey, due to an unforeseeable event beyond your control and which can be justified, except in the case of a change of schedule due to the carrier, we will reimburse you for the purchase of a new ticket to the same destination, provided that you leave within 24 hours or on 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 margin of at least 2 hours before the close of check-in.

**Under no circumstances may the amount be higher than the amount that would result from cancellation of the trip.**

## WHAT WE EXCLUDE

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

- ◆ Reimbursement of benefits other than a ticket,
- ◆ Any event for which the carrier is responsible (including staff strikes),
- ◆ Any event occurring between the date of booking your travel services and the date of subscription of this contract.

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

You must declare your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in case of unforeseen circumstances or force majeure. **After this deadline, if we experience a loss because of the late declaration, you lose any right to compensation.**

We will provide you with the information necessary to file your claim and it will be your responsibility to provide us with any documents and information that will enable us to assess the amount of your claim, including:

- the outbound "unused" transport ticket,
- the passenger receipt for the ticket purchased,
- the boarding pass of the ticket purchased.

### **3. DEPARTURE IMPOSSIBLE**

The purpose of this cover is to compensate you, in accordance with the Table of Guarantees, in the event of cancellation of your trip by the travel agency and/or the Airline or if you are unable to return on the date initially planned, following a climatic or natural event of abnormal intensity, Epidemic or pollution, unknown at the time of subscription, unforeseeable, unavoidable and independent of your will, that of the travel agency and/or the Airline and which jeopardizes the direct or indirect safety of the travellers and calls into question the normal course of the trip initially planned.

## THE AMOUNT OF THE GUARANTEE

In the event of cancellation of your stay by the travel agency and/or the Airline, we will reimburse you for your hotel accommodation costs, up to the amount indicated in the Table of Guarantees, upon presentation of proof, while waiting for the announcement at the airport.

## WHAT WE EXCLUDE

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

- ♦ the absence of randomness;
- ♦ a nuclear incident, civil or foreign war, riot or strike;
- ♦ failure of the travel agency or airline;
- ♦ a negligent act on your part;
- ♦ cancellation/postponement in case of insufficient number of participants in the trip.

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

You should contact:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20001**  
**93196 NOISY LE GRAND CEDEX**

### **4. TRANSPORT DELAY**

If you are more than 4 hours late with respect to the scheduled time, we will reimburse you a set amount, up to the amount shown in the Table of Guarantees.

The indemnitees are cumulative if the delay is incurred on the outbound trip, the inbound trip or a layover during the trip.

## **THE CONDITIONS FOR GRANTING THE GUARANTEE**

The guarantee is acquired on condition that the covered trip has been taken.

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

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

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

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

You must:

- Notify MUTUAIDE - Service Assurance as soon as you return and no later than 15 days after your return. If this time limit is not respected and we incur a loss as a result, you will lose any right to compensation.
- Provide MUTUAIDE - Service Assurance:
  - The tickets and the purchase invoice for them, boarding pass stub,
  - a certificate of delay established and stamped by the transport company or its representative. This certificate must include the estimated time of arrival at the destination, the actual time of arrival and must include your name if you are unable to provide the stub of your boarding pass or proof of your presence on board.
  - Any other proof that may be requested of you.

### **IMPORTANT:**

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

## **WHAT WE EXCLUDE**

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

- ◆ Weather conditions,
- ◆ A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,
- ◆ You are denied boarding on the route initially planned by the authorised body,
- ◆ Your refusal to take the covered transport,
- ◆ Flights that you have not previously confirmed;
- ◆ Missing the route on which your booking was confirmed for any reason,
- ◆ You are refused permission to board as a result of your failure to comply with the time limit for check-in, or for baggage check and/or presentation for boarding,
- ◆ A decision of the airport authorities, civil aviation authorities, or other authorities that have announced a change in departure times more than 24 hours before the outbound or inbound travel date shown on your ticket.

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

## **5. MISSED CONNECTION**

In the event of an airplane delay of more than 4 hours on the outbound trip, resulting in a break in the connection for technical or atmospheric reasons, we will reimburse you for the following costs, up to the amounts indicated in the Table of Guarantees, upon presentation of supporting documents:

- local transfers (airport/hotel/airport)



- catering costs
- overnight stay

This guarantee is acquired for you during the outbound flights. We intervene within the limit indicated in the Table of Guarantees.

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

You must:

- Notify MUTUAIDE - Service Assurance as soon as you return and no later than 15 days after your return. If this time limit is not respected and we incur a loss as a result, you will lose any right to compensation.
- Provide MUTUAIDE - Service Assurance:
  - Initial registration invoice or registration form issued by the organizer of the stay;
  - Delay certificate issued by the airline company specifying the reason, the duration of the delay, the initial scheduled arrival time and the actual arrival time of the covered flight (failing this, the initial boarding pass + the new boarding pass);
  - Original invoices (hotel, transfer, catering, etc.).
  - Any other proof that may be requested of you

#### **WHAT WE EXCLUDE**

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

- ◆ A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,
- ◆ You are denied boarding on the route initially planned by the authorised body,
- ◆ Your refusal to take the covered transport,
- ◆ Flights that you have not previously confirmed;
- ◆ Missing the route on which your booking was confirmed for any reason,
- ◆ You are refused permission to board as a result of your failure to comply with the time limit for check-in, or for baggage check and/or presentation for boarding,
- ◆ A decision of the airport authorities, civil aviation authorities, or other authorities that have announced a 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 facts listed above, except in the case of foreign war where, in application of the provisions of the French Insurance Code, it is up to you to prove that the delay in transport results from an act other than a foreign war act.

## **6. LUGGAGE**

We guarantee, up to the amount indicated in the Table of Guarantees, your baggage, objects and personal effects, taken with you or purchased during your trip, outside your place of principal or secondary residence in the event of:

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

#### **LATE DELIVERY OF YOUR LUGGAGE**

If your personal baggage is not returned to you at the airport of destination (outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you for essential items up to the amount shown in the Table of Guarantees, on presentation of supporting documents.

**However, you cannot combine this benefit with the other benefits of the BAGGAGE cover.**



## WHAT ARE THE LIMITS OF OUR GUARANTEE?

1 / Precious objects are only guaranteed against proven theft that has been duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc...).

- Jewellery theft is covered ONLY when it was placed in a safety deposit box or when it is worn by you.
- The theft of any sound and/or image reproduction device and its accessories is guaranteed ONLY when they are placed in a safe deposit box or when they are worn by you.

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

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

2 / In the event of theft, total or partial destruction or loss during transport by a transport company rendering your luggage unusable, we will reimburse you for your basic necessities within the limit indicated in the Table of Guarantees.

## WHAT WE EXCLUDE

In addition to the exclusions common to all guarantees, we also exclude:

- ◆ Theft of luggage, effects and personal objects left unattended in a public place or stored in a room made available to several people,
- ◆ The theft of any sound and/or image reproduction equipment and their accessories when they have not been placed in a locked safety deposit box, when they are not being worn, which implies that these devices are not covered when they are entrusted to any transport company whatsoever (air, sea, rail, road, etc...),
- ◆ Forgotten, lost (except by a transport company), exchanged items,
- ◆ Theft without breaking and entering, duly observed and written up by an authority (police gendarmerie, transport company, purser, etc...),
- ◆ Accidental damage due to leaking liquids, fats, dyes or corrosives contained in your baggage,
- ◆ Confiscation of goods by the Authorities (customs, police),
- ◆ Damage caused by moths and/or rodents as well as by cigarette burns or a non-incandescent heat source,
- ◆ Theft from any vehicle that does not have a trunk,
- ◆ Collections, samples from sales reps,
- ◆ Stolen, lost, forgotten or damaged cash, documents, books, tickets or credit cards,
- ◆ Forgotten, lost or damaged official documents: passport, identity or residence permit, vehicle registration document and driving licence,
- ◆ Theft of the jewels when they have not been placed in a locked safety deposit box when they are not worn, which implies that the jewels are not covered when they are entrusted to a transport company of any kind (air, sea, rail, road, etc...),
- ◆ Broken fragile objects such as porcelain, glass, ivory, pottery, marble,
- ◆ Indirect losses such as depreciation and loss of use,
- ◆ The following objects: any prosthesis, apparatus of any kind, trailers, securities, pictures, glasses, unless in the case of total or partial destruction, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohol, art objects, cosmetics and photo films.

## HOW MUCH DO WE COVER?

The amount shown in the Table of Guarantees is the maximum reimbursement for all claims incurred 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 will be compensated on the basis of proof and on the basis of the replacement value by equivalent objects of the same nature, after deduction of the depreciation.

For the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage or valuables. In the following year, the reimbursement amount will be calculated at up to 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 compensated on the basis of the replacement value of equivalent objects of the same kind, provided you can provide proof of theft.

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

**Our reimbursement will be made 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 claim must reach MUTUAIDE – Service Assurance, within five working days except in case of unforeseen circumstances or force majeure; if this deadline is not respected and if, as a result, we incur a loss, you will lose any right to compensation.

The claim form must be accompanied by the following elements:

- ✓ the receipt for a complaint in the event of theft or a theft report to a competent authority (police, gendarmerie, transport company, purser, ...) in the case of theft during the stay or loss by a transport company;
- ✓ the report on loss or destruction established with the transporter (maritime, air, rail, road) when the luggage 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 objects declared damaged or stolen, given to the transport company,
- ✓ The letter of reimbursement from the airline or transportation company stating the compensation paid to you,
- ✓ Original proof of purchase for damaged or stolen items,
- ✓ In the event of late delivery, the irregularity report established by the transporter, and the baggage delivery note indicating the date and time of delivery.

**Failure to submit these documents will result in forfeiture of your right 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 such property.**

**You are required to prove, by all means in your power and by all documents in your possession, the existence and value of such property at the time of the loss, as well as the extent of the damage.**

**If you knowingly use inaccurate documents or fraudulent means or make inaccurate or misleading statements as justification, you will forfeit any right to compensation, without prejudice to any legal action we may be entitled to take against you.**

#### **WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE LUGGAGE, 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 paid you the compensation, you must take back said luggage, objects or personal effects; we are then only liable for paying for any damage or missing items.
- if we have already compensated you, you can opt within 15 days:
  - ✓ to either abandon said luggage, objects or personal effects with us,
  - ✓ or to take back said luggage, objects or personal effects in return for reimbursement of the compensation that you have received, less, where applicable, the part of this compensation corresponding to the damaged or missing items.

If you have not chosen within 15 days, we consider that you are opting for abandoning the luggage.

## 7. EXPENSES FOR INTERRUPTION OF STAY

Following your medical repatriation organised by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you and the members of your family who are enrolled under this contract or a person who is enrolled under this contract and who is accompanying you, for the costs of stays already paid for and unused (transport not included) on a *pro rata temporis basis*, starting from night following the event leading to medical repatriation or hospitalisation at the site.

Likewise, if a member of your family not taking part in the trip suffers a serious illness, a serious bodily injury or death and, as a result, you have to interrupt your stay and we proceed with your repatriation, we will reimburse you and the enrolled members of your family or an enrolled person accompanying you, on a *pro rata temporis basis*, for the cost for the stay already paid and unused (excluding transport) from the night following the date of your early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage, or damage caused by the forces of nature to your business or private premises, and imperatively involving your presence to take the necessary protective measures. Under such circumstances, we reimburse you and your enrolled family members or a, enrolled person accompanying you, *pro rata temporis*, the costs of stay already paid and unused (transport not included) from the night following the date of early return.

### WHAT WE EXCLUDE

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

- ◆ Transport ticket refund claims,
- ◆ Claims for reimbursement of benefits purchased after departure on a trip,
- ◆ Interruptions to the trip whose causal event was known before the departure on the trip.

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

You must declare your claim to MUTUAIDE - Service Assurance within 5 (five) working days of becoming aware of it, except in case of unforeseen circumstances or force majeure. After this deadline, if we incur a loss because of the late declaration, you lose any right to compensation.

You will have to send us all the documents necessary to compile the file and, thus, prove the validity and the amount of the claim.

In any case, you will need to provide:

- the originals of the detailed invoices showing the land and transport services,
- The travel registration invoice or registration form from the agency,
- The certificate or proof from the Assistor confirming the date of repatriation or early return and the reason for it,
- Any other document we deem necessary for investigating the case.

**If the medical information required for investigating the case is not received by our medical advisor, the case cannot be settled.**

## 8. RETURN IMPOSSIBLE

The purpose of this cover is to guarantee you reimbursement, upon presentation of supporting documents, of expenses actually incurred and irrecoverable, in the event that you are unable to travel on the return journey on the date initially planned following an event that is external, unavoidable and independent of your will, that of the Tour Operator and/or the transport company.

During your Trip, if you are unable to return on the date originally planned and the organiser and/or the airline company changes the date, we will reimburse you, upon presentation of supporting documents, for hotel and meal expenses incurred as a result of the extension of the Stay, up to the amount specified in the Table of Guarantees.

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

#### WHAT WE EXCLUDE

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

- ◆ Epidemic, natural disaster or pollution,
- ◆ Attack and terrorism,
- ◆ The absence of randomness,
- ◆ The consequences of a nuclear incident, civil or foreign war, riot or strike,
- ◆ Failure of the tour operator or airline,
- ◆ A negligent act on your part,

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

You must declare your claim to MUTUAIDE - Service Assurance within five working days of becoming aware of it, except in case of unforeseen circumstances or force majeure. **After this deadline, if we incur a loss because of the late declaration, you lose any right to compensation.**

You will have to send us all the documents necessary to compile the file and, thus, prove the validity and the amount of the claim.

In any case, you will need to provide:

- proof of inability to travel and the specific reasons for such inability to travel
- proof of additional hotel and meal expenses incurred by you.

### 9. DAMAGE WAIVER FOR RENTED VEHICLE

#### SPECIAL DEFINITIONS

##### **Fees for immobilization**

Daily fee for parking the vehicle which may be charged by the repairer.

##### **Insured**

Refers to the persons whose names are entered in advance on the rental agreement as drivers.

##### **Property damage**

Any damage to the Rental Vehicle resulting from an unforeseen event external to the damaged item.

##### **Rental vehicle**

Any four-wheeled motorised land vehicle (excluding those referred to in the SPECIAL EXCLUSIONS), registered, covered by a rental contract with a company specialising in vehicle rental, as well as the replacement vehicle, loaned by a repairer, when the rented vehicle is immobilised for repair, provided that this loan is the subject of a contract in due and proper form, accompanied by an invoice.

#### CONDITIONS OF GUARANTEE

Coverage shall be acquired by the Insured provided that:

- the payment condition mentioned above is met,
- their names have been previously mentioned on the rental agreement,
- the total duration of the rental agreement does not exceed 60 (sixty) days, even if the rental consists of several successive contracts,

- the operation of the Rental Vehicle is in accordance with the terms of the Rental Agreement that the Insured has signed with the Rental Firm,
- the standards of conduct imposed by the renter as well as the local law or jurisdiction are met.

### PURPOSE OF THE GUARANTEE

In the event of Theft of the rented Vehicle or in the event of Damage to the rented Vehicle, with or without an identified Third Party, whether or not responsible, the Insurer shall pay the costs charged to the Insured by the renter in accordance with the rental contract, notably the amount:

- of the Deductible specified in the rental contract,
- for repairs to the Rental Vehicle as determined by the adjustment report or estimate of a professional repairer.

In the event of Damage to the Rental Vehicle, the Insurer will pay the Immobilisation Costs up to the daily rental price for the number of days of immobilisation required to repair the Rental Vehicle, without exceeding the number of rental days initially provided for in the rental contract.

Finally, in the event that the renter bills the Insured for administrative costs, the Insurer will cover reimbursement of these costs, bearing in mind that it does not cover the costs billed by the rental company corresponding to operating losses.

### GUARANTEE PERIOD

Coverage takes effect from the signing of the rental contract and ceases when the Insured returns the Rental Car within the limit of 60 (sixty) consecutive days, even if said rental consists of several successive contracts.

### WHAT WE EXCLUDE

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

- ◆ Commercial vehicles with a gross vehicle weight of more than 3.5 tonnes and/or a payload volume of more than 8m3,
- ◆ camper vans, caravans and quad bikes,
- ◆ rental of more than one Rental Vehicle,
- ◆ rental of vehicles as part of a subscription to a public service, such as Autolib in Paris and the Paris region,
- ◆ private vehicles rented through a specialised platform,
- ◆ vehicles for the transport of paying passengers, in particular VTC,
- ◆ damage caused by wear and tear of the Rental Vehicle or a construction defect,
- ◆ any wilful damage,
- ◆ damage to the interior of the Rental Vehicle,
- ◆ the keys to the rented vehicle,
- ◆ expenses not related to repair or replacement of the Rental Car (except for immobilization and towing costs which could be charged to the Insured),
- ◆ damage caused as a result of confiscation or removal of the Rental Vehicle by police authorities or upon requisition,
- ◆ Damage occurring during off-road use of the Rental Vehicle,
- ◆ the insurance premiums paid to the rental agency.

### SPECIFIC SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

The Insured shall produce the following documents:

- the rental agreement,
- the pre-approval ticket or voucher,
- in the event of Theft: the filing of a complaint with the competent authorities,
- in case of Property Damage:
  - the joint report established with the rental agency,
  - the estimate or invoice for repairs,
  - the adjustment report,
- the rental agency's bank details if the fees have not been paid or proof of payment of said fees by the Insured.

## 10. CIVIL LIABILITY IN PRIVATE LIFE ABROAD (only for continental France and DOM residents)

### SPECIFIC DEFINITIONS

#### **Accidental pollution**

The emission, dispersion, release or depositing of any solid, liquid or gaseous substance from the atmosphere, land or water that results from a sudden and unforeseen event and that does not occur in a slow, gradual or progressive manner.

#### **Bodily injury**

Any bodily harm suffered by a natural person and the resulting damage

#### **Causal event**

Event which constitutes the cause of the damage.

#### **Civil liability**

A legal obligation incumbent on any person to remedy harm caused to others.

#### **Claim**

Any amicable or litigious request for compensation, made by the victim of a loss or damage or his heirs and sent to the Insured or to the Insurer.

#### **Consecutive consequential losses**

Any pecuniary loss resulting from the total or partial deprivation of enjoyment of a good or right, lost profit, lost customers, interruption of a service or activity, and which is the direct consequence of bodily injury or property damage covered by the guarantee.

#### **Event**

Any loss or set of losses caused to third parties, engaging the liability of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is that which constitutes the cause of the damage. A set of harmful events having the same technical cause is assimilated to a single harmful event.

#### **Home**

For the "Civil Liability for Private Life Abroad" cover, the Insured's domicile must be located in Continental France or the French Overseas Department.

#### **Insureds**

Persons domiciled in Continental France or the French Overseas Departments are considered as Insureds for the "Civil Liability for Private Life Abroad" cover.

#### **Motorized land vehicle**

Vehicle that moves on the ground (i.e., other than air or sea), without being connected to a railroad track, is self-propelled (propelled by its own motive force) and is used to transport people (even if only the driver) or things.

#### **Property damage**

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

#### **Straight Deductible**

The sum (or percentage) which, in any event, remains payable by the Insured of the amount of the indemnity due by the Insurer. The deductible applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of the indemnity due by the Insurer.

#### **Third parties**

Any person other than the Insured.

### PURPOSE OF THE GUARANTEE

The Insurer covers the Insured against the pecuniary consequences of the civil liability that may be incumbent upon him/her due to consecutive bodily harm, property damage or consequential losses caused to third parties during his/her private life.

Private life is understood to mean any activity of a non-professional nature.

## **DEFENCE**

The Insurer assumes the defence of the Insured under the conditions stated Article 34, paragraph 1.

## **WHAT WE EXCLUDE**

The following are excluded:

- ◆ The consequences of the Insured's intentional fault.
  
- ◆ Damage caused by civil or foreign war, whether declared or not, riots and popular movements, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other cataclysms.
- ◆ Damage made unavoidable by the voluntary action of the Insured and which cause the insurance contract to lose its character as a random contract guaranteeing uncertain events (article 1964 of the Civil Code).
- ◆ Fines and any other penal sanction imposed personally on the Insured.
- ◆ Damage or worsening of damage caused:
  - by weapons or devices designed to explode by altering the structure of an atomic nucleus,
  - by any nuclear fuel, radioactive product or waste,
  - by any source of ionising radiation (in particular any radioisotope).
- ◆ The consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the Insured, of the work to search for, destroy or neutralize asbestos or lead, or of the use of products containing asbestos or lead.
- ◆ The consequences of contractual commitments accepted by the Insured and which have the effect of increasing the liability which would have fallen upon him/her in the absence of such commitments.
- ◆ In the United States of America and Canada:
  - punitive damages or exemplary damages,
  - damage for pollution.
- ◆ Damage of the nature of those referred to in Article L. 211-1 of the Insurance Code on the obligation of automobile insurance and caused by motorised land vehicles, their trailers or semi-trailers of which the Insured has ownership, custody or use (including as a result of or the fall of accessories and products used with the vehicle, and of the objects and substances which it transports).
- ◆ Property damage and consequential losses caused by a fire, explosion or water damage originating in buildings owned, rented or occupied by the Insured.
- ◆ Thefts committed in the buildings mentioned in the previous exclusion.
- ◆ Property damage (other than that referred to in the two preceding exclusions) and consecutive consequential losses caused to property in the custody, use or custody of the Insured.
- ◆ The consequences of air, sea, river or lake navigation by means of aircraft of which the Insured has ownership, custody or use.
- ◆ Damage caused by weapons and their ammunition whose possession is prohibited and of which the Insured is in possession or possession without prefectural authorisation.
- ◆ Damage subject to a legal obligation of insurance and resulting from the practice of hunting.
- ◆ Damage caused by animals other than pets.
- ◆ Damage caused by first category dogs (attack dogs) and second category dogs (guard and defence dogs), defined in article 211-1 of the Rural Code, and by tamed or captive wild animals, mentioned in article 212-1 of the Rural Code, whether stray or not, owned or guarded by the Insured (law no. 99-5 of 6 January 1999 relating to dangerous and stray animals and animal protection).
- ◆ The consequences:
  - of the organization of sports competitions;
  - of the practice of sports as a holder of a sports federation licence;
  - of the practice of air or water sports.

*It is specified that for all claims occurring in the USA or CANADA, the costs of expert appraisal, legal, judicial and trial fees are included in the amount of the cover and subject to application of the deductible.*

### **GUARANTEE PERIOD**

Cover under this contract is triggered by the harmful event and covers the Insured against the financial consequences of the loss, as long as the harmful event occurs between the initial effective date of the cover and its cancellation or expiry date, regardless of the date of the other elements constituting the loss (Article L. 124-5 of the Insurance Code).

### **AMOUNT OF COVER**

The amounts of cover expressed per loss constitute the limit of the Insurer's liability for all claims relating to the same harmful event. The date of the loss is the date of the harmful event. The conditions and amounts of cover are those in effect on that date. The amount of cover is set as indicated in the Table of Guarantees.

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

You must contact:

**MUTUAIDE – SERVICE ASSURANCE  
TSA 20001 - 93196 NOISY LE GRAND CEDEX**

## **ARTICLE 8 - DESCRIPTION OF PERSONAL ASSISTANCE GUARANTEES**

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

### **REPATRIATION OR MEDICAL TRANSPORT:**

You are injured or become ill, including in the context of an Epidemic or Pandemic, during a covered trip. We organise and pay for your repatriation to your home or to a hospital near you.

Only medical necessity is taken into consideration 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 advisor, after consulting the occasional attending physician and possibly the family doctor.

During your repatriation, and on instructions from our medical advisor, we organise and pay for the transport of a person to be by your side.

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

### **REPATRIATION OF ACCOMPANYING PERSONS:**

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

If they cannot return home by the means initially foreseen, we organise and pay for the return trip home of the beneficiary members of your family or of an insured person accompanying you when the event occurs, by train in 1<sup>st</sup> class or airplane in economy class.

### **REPATRIATION OF CHILDREN UNDER 15 YEARS OF AGE:**

If you are ill or injured and no one is able to look after your children under the age of 15, we will organise and pay for the return trip by train in 1<sup>st</sup> class or by airplane in economy class for a person of your choice or one of our hostesses to take them back to your home or that of a member of your family.

### **VISIT FROM A RELATIVE:**

You are hospitalised on site by decision of our medical team, before your medical repatriation, for a period of more than 10 days. We organise and pay for the round-trip transport by train in 1<sup>st</sup> class or airplane in economy class of a member of your family living in the same country as you, as well as their accommodation costs (room, breakfast) to come to your bedside.



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

**Hotel, catering or other expenses shall in all cases remain the responsibility of that person.**

**This guarantee cannot be combined with the "Repatriation of Accompanying Persons" guarantee.**

#### **EARLY RETURN:**

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

We intervene in case of:

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

#### **EXTENSION OF STAY:**

You are hospitalised during a covered trip and our doctors deem this hospitalisation to be necessary beyond your original return date.

We will cover the accommodation costs (room and breakfast) of your beneficiary family members or an insured accompanying person to stay with you up to the amount shown in the Table of Guarantees.

Only medical necessity is taken into consideration in granting this guarantee.

**In any case, catering or other expenses remain the responsibility of this person.**

**This guarantee cannot be combined with the "Visit from a loved one" guarantee.**

#### **MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE):**

Where medical expenses (including in the event of illness related to an Epidemic or Pandemic) have been incurred with our prior approval, we will reimburse you for the share of these expenses that has not been covered by any insurance organisation with which you are affiliated.

We will only intervene once the reimbursements have been made by the above-mentioned insurance organizations and subject to communication of the original proof of reimbursement from your insurance organization.

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

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

In the event that the insurance company to which you pay your premium does not cover the medical expenses incurred, we will reimburse the costs incurred up to the amount shown in the Table of Guarantees, subject to you providing original medical bills and proof that the insurance company has refused to reimburse these costs.

**This service ceases from the day we are able to carry out your repatriation.**

Nature of the expenses granting entitlement to reimbursement (subject to prior approval):

- medical fees,
- the cost of medication prescribed by a physician or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of cover by insurance organizations,
- hospitalisation costs provided that you are deemed to be unfit for transport by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day we are able to repatriate you are not covered),
- PCR test fee, if it is positive.

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

We may, within the limit of the amounts covered as provided above, advance the hospitalisation costs that you must incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, 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 applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- You or any person authorized by you must formally agree by signing a specific document, provided by MUTUAIDE ASSISTANCE during implementation of this service:
  - to take steps to have the insurance organizations cover the costs within 15 days from the date of dispatch by MUTUAIDE ASSISTANCE of the elements necessary for these steps,
  - to reimburse to MUTUAIDE ASSISTANCE the sums received for this purpose from the insurance organizations within one week of receipt of these sums.

We will only be responsible for costs not covered by the insurance organisations up to the amount of the cover provided for the "medical expenses" benefit. You must provide us with the certificate of refusal of reimbursement from these insurance organisations within one week of receiving it.

**In order to preserve our future rights, we reserve the right to ask you or your beneficiaries for a letter of commitment in which you agree to take the necessary steps with the social organisations and to reimburse us the sums collected.**

**If you have not taken the necessary steps to be covered by the insurance organizations within the allotted time limit, or if you have not provided MUTUAIDE ASSISTANCE with the certificate of refusal of reimbursement from these insurance organizations within the allotted timeframe, you will not be able to take advantage of the "medical expenses" service and will have to reimburse all the hospitalization expenses advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any useful collection procedure, the cost of which will be your responsibility.**

#### **REPATRIATION OF REMAINS:**

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

Within this framework, we cover:

- ✓ The cost of transporting the body,
- ✓ Costs related to conservation care imposed by applicable legislation,
- ✓ The costs directly required for transport of the body (handling, specific transport arrangements, preparation).

#### **SENDING OF MEDICATIONS ABROAD:**

During a covered trip outside your country of residence, you are deprived of medicines that are essential to your health, following loss or theft. We will take charge of the search and delivery of these medicines, in the event that these medicines or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE cannot be found on site (subject to obtaining the contact details of your primary care physician from you).

We expedite shipment of the medications by the fastest means, subject to local and French legal restrictions.

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

### **SEARCH AND RESCUE COSTS:**

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

**Under no circumstances may we replace the local emergency relief organizations.**

### **TRANSMISSION OF URGENT MESSAGES:**

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

Messages sent may not be of a serious or delicate nature. Messages remain under the responsibility of their authors, who must be able to be identified, and are binding only on them. We only act as an intermediary for transmission.

### **ADVANCE OF FUNDS (only abroad):**

During a covered trip outside your country of residence, your means of payment or your official papers (passport, national identity card...) have been lost or stolen.

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

The information communicated is of a documentary nature as referred to in Article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

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

This advance is refundable to MUTUAIDE ASSISTANCE within 30 days following availability of the funds.

**In the event of non-payment, we reserve the right to initiate any useful collection proceedings.**

### **LEGAL ASSISTANCE ABROAD**

During a covered trip outside your country of residence, you are the subject of legal action, imprisonment for failure to comply with local laws and regulations, or inadvertent violation of them.

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

We may also advance, up to the amount indicated in the Table of Guarantees, the fees of the legal representatives upon whom you may freely call if an action is brought against you, provided that the allegations made against you are not subject to criminal sanctions under the laws of the country.

Repayment of these advances must be made within one month of submission of our request for reimbursement. If the bail bond is refunded to you before this deadline by the Authorities of the country, it must be returned to us immediately.

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

### **TRAVEL ADVICE:**

#### **✓ Practical information before departure**

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

The information relates to the following areas:

- Health information: Health, Hygiene, Vaccinations, Precautions to take, Main Hospitals, Advice for women, Time differences, Animals when travelling.
- Weather Information: Climate of the country, limited weather information.
- Administrative Information: Embassy, Visas, Police/Customs Formalities, Legislation, International Permits, Currency, Currency Exchange, Economic Data of the country visited.
- Complementary Tourist Information: Airports, Cruise Ships, Airlines, Trains of the world, Telephone, Festivals, Events, World Museum, Tourist Office, Leisure Park, World Heritage, International Press, Electricity, Water, Hotels, Restaurants, Sports, Car Rental.

The information is communicated by telephone and is not subject to written confirmation or the sending of documents. Details and information are provided between 8:00 a.m. and 7:00 p.m. and within the time limits normally necessary to satisfy the request.

However, regardless of the time of the call, we accept and note your requests and your contact information so that we can call you back to provide you with the answers you require.

### *Assistance guarantees in case of Epidemic or Pandemic*

#### PRE-DEPARTURE TELECONSULTATION

For any request for information and useful information for 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 concerns the following areas.

Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice to women, Time differences, Travelling with pets.

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 provided by telephone and is not subject to written confirmation or sending of documents.

Information and information services shall be provided between 8 am and 7 pm and within the time limits normally necessary to satisfy the request.

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

#### IMPOSSIBLE RETURN DUE TO MEASURES RESTRICTING THE MOVEMENT OF POPULATIONS IN THE EVENT OF EPIDEMICS OR PANDEMICS

Your flight has been cancelled as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an Epidemic or Pandemic.

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

#### HOTEL EXPENSES FOLLOWING QUARANTINE

If you are obliged to extend your stay following your Quarantine, we will organise and pay the hotel costs (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Guarantees.

### **COVERAGE OF A LOCAL TELEPHONE PACKAGE**

During a guaranteed trip outside your country of residence, you are Quarantined. We cover the costs of activation of a local telephone package, within the limit indicated in the Table of Guarantees.

### **PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE**

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

This listening work is not to be confused with the psychotherapeutic work carried out by private practitioners. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

### **FIRST AID KIT**

In the event that you no longer have enough usable personal effects at your disposal due to your Quarantine or hospitalisation following an Epidemic or Pandemic, we will pay for basic necessities up to the amount indicated in the Table of Guarantees upon presentation of supporting documents.

### **HOUSEHOLD HELP**

Following your repatriation by us as a result of an illness linked to an Epidemic or Pandemic, you are unable to carry out your usual household chores yourself, we will look for, assign and pay for a household helper, within the limit indicated in the Table of Guarantees.

### **HOUSEHOLD SHOPPING DELIVERY**

Following your repatriation by us following an illness linked to an Epidemic or Pandemic you are unable to travel outside your home, we organise and pay, within the limits of local availability, the delivery costs of your shopping within the limit set out in the Table of Guarantees.

### **PSYCHOLOGICAL SUPPORT FOR REPATRIATION**

In the case of significant trauma following an Epidemic or Pandemic event and if you are repatriated by us, we can put you in contact with a psychologist by telephone upon your return home, at your request, within the limit indicated in the Table of Guarantees. These interviews are entirely confidential.

This listening work is not to be confused with the psychotherapeutic work carried out by private practitioners. Under no circumstances, due to the physical absence of the caller, can this service replace psychotherapy.

## **ARTICLE 9 - EXCLUSIONS FROM ASSISTANCE TO PERSONS**

**We do not become involved in the following situations:**

- ◆ Events that occur between the date of taking out the policy and the trip departure date, and their consequences,
- ◆ Travel taken for the purpose of diagnosis and/or treatment,
- ◆ Medical and hospitalisation costs in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Insured,
- ◆ Minor ailments or injuries that can be treated locally and/or that do not prevent the Insured from continuing his/her trip,
- ◆ States of pregnancy, unless there is an unforeseeable complication and, in all cases, states of pregnancy beyond the 36th week, voluntary termination of pregnancy, the consequences of childbirth,
- ◆ Convalescences and ailments undergoing treatment, not yet consolidated and with a risk of abrupt aggravation,

- ◆ Previously diagnosed illnesses for which hospitalization has occurred within 6 months prior to the date of departure on the trip,
- ◆ Events related to medical treatment or surgery that are not of an unforeseen, fortuitous or accidental nature,
- ◆ Costs for prostheses: optical, dental, hearing, functional, etc.
- ◆ The consequences of infectious risk situations in an Epidemic context that are the subject of 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 health authorities of your country of origin, unless otherwise stipulated in the guarantee,
- ◆ The costs of spa treatments, beauty treatments, vaccinations and the costs arising therefrom,
- ◆ Stays in nursing homes and the resulting costs,
- ◆ Rehabilitation, physiotherapy, chiropractic care and the resulting costs,
- ◆ Planned hospitalizations.

## ARTICLE 10 - GENERAL EXCLUSIONS

We exclude the following:

- ◆ 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.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for failures or delays in the execution of its obligations which result from cases of force majeure, or events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, explosion of radioactive nuclear devices and effects,

**Epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstances or force majeure, as well as their consequences.**

## ARTICLE 11 - RULES OF FUNCTIONING OF ASSISTANCE SERVICES

Only the Insured's telephone call at the time of the event allows the implementation of the assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the caller, organizes and takes charge of the benefits provided for in this agreement.

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

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

**MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency relief organisations and intervenes within the limits of the agreements given by the local authorities, nor can it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries requiring neither repatriation nor medical transport.**

The interventions undertaken by MUTUAIDE ASSISTANCE are done in full respect of national and international laws and regulations. As such, they are contingent upon obtaining of the necessary authorizations by the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of an Insured, this person must relinquish the unused return ticket.

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 12 - CONDITIONS OF REIMBURSEMENT

Reimbursements to the Insured may only be made by us on presentation of the original settled invoices corresponding to expenses incurred with our approval.

Claims for reimbursement should be sent to:

**MUTUAIDE ASSISTANCE**  
**Service Gestion des Sinistres**  
**126, rue de la Piazza - CS 20010 -**  
**93196 NOISY LE GRAND CEDEX**

## ARTICLE 13 - HANDLING OF COMPLAINTS

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:

- ✓ Repatriation or medical transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under 15 years of age

- ✓ Visit from a loved one
- ✓ Early return
- ✓ Extension of stay
- ✓ Medical expenses outside the country of residence
- ✓ Repatriation of remains
- ✓ Sending of medicines abroad
- ✓ Payment of search or rescue fees
- ✓ Transmission of urgent messages
- ✓ Cash advance
- ✓ Travel advice
- ✓ Legal assistance abroad
- ✓ Pre-departure teleconsultation
- ✓ Impossible return due to measures restricting the movement of populations in the event of Epidemics or Pandemics
- ✓ Hotel expenses following an impossible return due to measures restricting the movement of populations in the event of an Epidemic or Pandemic
- ✓ Hotel expenses following Quarantine
- ✓ Coverage of a local telephone package
- ✓ Psychological support following Quarantine
- ✓ First aid kit
- ✓ Household help
- ✓ Household shopping delivery
- ✓ Psychological support following repatriation

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: [qualite.assistance@mutuaide.fr](mailto:qualite.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](http://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, you can contact MUTUAIDE by calling 01.55.98.87.89 for the insurance cover listed below:

- ✓ Trip Cancellation
- ✓ Missed Departure
- ✓ Departure impossible
- ✓ Transport delays
- ✓ Missed connection
- ✓ Lost, stolen and damaged luggage
- ✓ Interruption of stay
- ✓ Return impossible
- ✓ Damage Waiver on Leased Vehicle

If your oral complaint is not satisfied, we invite you to write to us, either by e-mail to: [gestion-assurance@mutuaide.fr](mailto: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](http://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.

- 3.** For any claim concerning the implementation of the Personal Life Liability cover abroad, the Policyholder or the Insured may address his/her claim to

**TOKIO MARINE EUROPE SA (TOKIO MARINE HCC)**  
**6-8 boulevard HAUSSMANN - CS 40064 - 75 441 PARIS CEDEX 09**  
**Tel : +33(0)1 53 29 30 00 - Fax : +33(0)1 42 97 43 87**  
**Or [reclamations@tmhcc.com](mailto:reclamations@tmhcc.com)**

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

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](http://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.

## ARTICLE 14 - DATA COLLECTION

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

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

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

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

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

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

Information concerning him/her may also be sent to any persons recognized as Authorized Third Parties (courts, arbitrators, mediators, concerned ministries, supervisory and regulatory authorities and all public bodies authorized to

receive it, as well as to the services in charge of control such as statutory auditors, other auditors and services in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code in terms of the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset-freezing measure.

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

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

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

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

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

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

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

- Personal data may also be used by the Insurer within the framework of processing operations that it implements for its legitimate interest and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

- Personal data concerning the Insured may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union. In this case, the Insurer agrees to take all the necessary measures to ensure the protection of the personal data transmitted.

- The Insured has the right to access, rectify or delete the data processed, and the right to limit or object to the processing of his/her data, by proving his/her identity. He also has the right to request that the use of his data be limited when it is no longer necessary, or to retrieve the data he has provided in a structured format, when it is necessary for the contract or when he has consented to the use of such data.

He has the right to set guidelines on the fate of his personal data after his death. These guidelines, whether general or specific, relate to the storage, deletion and disclosure of his data after his death.

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

- by e-mail: at DRPO@MUTUAIDE.fr
- or
- by postal mail: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 NOISY LE GRAND CEDEX.

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

## ARTICLE 15 - SUBROGATION

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary to the extent of the compensation paid and the services rendered, against any person responsible for the events 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 in the rights and actions of the Beneficiary against this company or institution.

## ARTICLE 16 - LIMITATION PERIOD

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

However, this period shall only run:

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

When the Insured's action against the Insurer is based on the recourse of a third party, the limitation period shall only run from the day that the third party brought legal action against the Insured or was indemnified by the Insured.

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

- recognition by the debtor of the right of the person against whom he was seeking application of the time limit (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court lacking jurisdiction or when the act of referral to the court is annulled as a result of a procedural defect (Articles 2241 and 2242 of the Civil Code). Interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is reminded that:

Summoning of one of the joint debtors by a legal request or by a document of forced execution, or recognition by the debtor of the right of the party against whom he was seeking application of the time limit, interrupts the time limit against all others, even against their heirs.

On the other hand, summoning of one of the heirs of a joint debtor or recognition of this heir does not interrupt the time limit with regard to the other co-heirs, even in case of hypothecary claim, if the obligation is divisible. Such summons or recognition interrupts the time limit with regard to the other co-debtors only for the share of the obligation for which the heir is bound.

In order to interrupt the time limit for all parties, with regard to other co-debtors, it is necessary to summon all the heirs of the deceased debtor or seek recognition of all these heirs (article 2245 of the Civil Code).

The summons sent to the principal debtor or his acknowledgement interrupts the time limit against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by:

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

## ARTICLE 17 - 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, failing amicable resolution, to the competent court at the location of the beneficiary's domicile, in accordance with the provisions of Article R 114-1 of the Insurance Code.

## ARTICLE 18 - FALSE DECLARATIONS

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

- Any concealment or intentionally false statement on your part will render the contract null and void. Premiums paid remain our property and we shall be entitled to demand payment of premiums due, as provided for in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part which is not established as being made in bad faith will result in the termination of the contract 10 days after the notification sent to you by registered letter and/or application of the reduction of compensation under the Insurance Code as provided for in Article L 113.9.

## ARTICLE 19 - REGULATORY AUTHORITY

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