

## CAMPEZ COUVERT WITH COVID EXTENSION GENERAL CONDITIONS

Insurance contract N° 6184

Ref : 20-CPC covid- 6184

**This agreement serves to define the conditions of application of the guarantees by MUTUAIDE ASSISTANCE to Beneficiary subscribers of collective contract**

When the insurance cover is likely to be invoked, the insured party must:

- Give Gritchen Tolède et associés written notice of any loss likely to result in a claim **within 10 working days** (this period is reduced to two days where theft is involved).

These time periods start to run when the insured party becomes aware of a loss that qualifies for cover.

After this period, the insured party forfeits any rights to compensation if the delay has caused a loss to the Company.

Inform Gritchen Tolède & associés on your own initiative of any cover taken out with other insurers for the same risk.

www

**For fast, up-to-the-minute handling of your insurance claims**

Go to:

[www.campez-couvert.com/sinistre](http://www.campez-couvert.com/sinistre)

You can send your supporting documents and monitor the progress of your claim..



**For more traditional handling of your insurance claims:**

By E-mail : [sinistres@campez-couvert.com](mailto:sinistres@campez-couvert.com)

or

By letter :

Gritchen Tolède et Associés  
Sinistre –Campez couvert  
27 Rue Charles Durand – CS70139  
18021 Bourges Cedex



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**TABLE OF SUMS COVERED – COVID EXTENSION**

<b>COVID EXTENSION CANCELLATION FEES</b>	<b>Amounts</b>
<b>EXPENSES FOR CANCELLATION</b>	<b>According to the conditions of the cancellation fee scale Maxi 5000 euros per case</b>
<ul style="list-style-type: none"> <li>✓ Cancellation for illness declared in the month prior to departure in the event of an epidemic or pandemic</li> <li>✓ Cancellation if you are declared a contact case in the 14 days prior to departure</li> <li>✓ Cancellation in the absence of vaccination</li> </ul>	<b>Deductible of 15 euros per case</b>
<ul style="list-style-type: none"> <li>✓ Cancellation for denied boarding following a temperature check or positive PCR and/or antigen-detection test on your arrival at the departure airport</li> </ul>	<b>Deductible of 30 € per case</b>
<b>ASSISTANCE COVID EXTENSION</b>	<b>Amounts</b>
<ul style="list-style-type: none"> <li>› Tele-consultation before departure (A)</li> <li>› Medical repatriation (including in the event of an epidemic or pandemic) (B)</li> <li>› Repatriation following flight cancellation due to epidemic or pandemic (C)</li> <li>› Hotel costs following placement into 14-day quarantine (D)</li> <li>› Medical costs following flight cancellation due to epidemic or pandemic (E)</li> <li>› Medical expenses outside country of residence due to COVID illness including in case of epidemic or pandemic (F)</li> <li>› Deductible (F1)</li> <li>› Coverage of local telephone plan (G)</li> <li>› Psychological support (H)</li> <li>› Emergency suitcase (I)</li> </ul>	<p><b>(A) 1 call</b></p> <p><b>(B) Real expenses</b></p> <p><b>(C) 1 000 € Max per person and 50 000 € Max per group</b></p> <p><b>(D) Hotel expenses 80 € per night / Max 14 nights</b></p> <p><b>(E) Hotel expenses 80 € per night / Max 14 nights</b></p> <p><b>(F) 30,000 € per person</b> <b>(F1) 160 € per person</b></p> <p><b>(G) Up to 80 €</b></p> <p><b>(H) 6 sessions per event</b></p> <p><b>(I) 100 € Max per person and 350 € Max per family</b></p>
<b>ADDITIONAL ASSISTANCE TO PERSONS</b>	
<ul style="list-style-type: none"> <li>✓ Housekeeper (a)</li> </ul>	<b>(a) 15 hours spread over 4 weeks</b>

✓ Delivery of household groceries (b)	(b) 15 days maximum and 1 delivery per week
✓ Psychological support following return home (c)	(c) 6 sessions per event

**TABLE OF COVERAGE AMOUNTS - EXCLUDING COVID EXTENSION**

COVER	AMOUNTS
<b>CANCELLATION CHARGES</b>	Pursuant to the conditions of the cancellation expenses scale Maximum of €5,000 per person and €30,000 per event <b>Unless otherwise stated, €15 per rental</b>
<b>MODIFICATION FEE</b>	Maximum of €2,000 per person and €10,000 per event
<b>LATE ARRIVAL</b>	Reimbursement of unused land services on a pro rata temporis basis of the rental with a maximum €4,000 per rental or camping space and one full tank per event of €25,000 <b>Excess: 1 day</b>
<b>TRIP INTERRUPTION EXPENSES</b>	Reimbursement of unused land services on a pro rata temporis basis including any cost of cleaning the vehicle in the event of early return <b>Excess: 1 day</b> Maximum of €4,000 per person and €25,000 per event
<b>REPLACEMENT VEHICLE</b> following a breakdown, damage to the vehicle or theft during the stay.	Cover for a replacement vehicle of a similar type to the immobilised vehicle for maximum 3 consecutive days
<b>FORGOTTEN ITEM LEFT BEHIND IN THE RENTED ACCOMMODATION</b> Reimbursement of shipment expenses for sending a forgotten item which was left behind in the rented accommodation	€150/claim Max. 1 item per rented accommodation unit
PRISE D'EFFET	EXPIRATION DES GARANTIES
Annulation/arrivée tardive : le jour de la souscription au présent contrat	Annulation/arrivée tardive : le jour du départ
Objets oubliés : le jour de départ du lieu du séjour	Objets oubliés : 10 jours après le retour au domicile de l'assuré
Autres garanties : le jour de l'arrivée sur le lieu du séjour	Autres garanties : le jour de départ du lieu du séjour

The other cover indicated above is applicable throughout the trip corresponding to the invoice issued by the organiser with a maximum of 90 days as of the date of departure on the trip.

#### Time limit for subscription

In order for the Cancellation cover to be valid, this contract should be taken out simultaneously with the booking of the flight, or before the beginning of the cancellation expenses scale.

### → COVID EXTENSION

**As an exception, the guarantees are extended within the limits of the conditions below:**

#### DEFINITIONS

##### Epidemic

An abnormally high occurrence of a disease in a given period of time and in a given region.

##### Pandemic

An epidemic that spreads over a wide area, crossing borders and defined as a pandemic by the World Health Organisation (WHO) and/or by the local authorities of the country where the loss occurred.

##### Illness

Sudden and unforeseeable decline in health noted by a competent medical authority.

##### Serious illness

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

##### Quarantine

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

### DESCRIPTION OF COVID EXTENSION GUARANTEES

#### / CANCELLATION

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

- Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), Serious bodily injury or death, observed before reserving your trip and involving:

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

- Refusal of boarding following a temperature measurement by the Beneficiary / Insured on arrival at the departure airport.

**If you are declared a "contact case" in the 14 days prior to departure.**

You must provide a supporting document issued by CPAM [French national insurance fund] or the ARS [Regional health authority] (or any official health authority recognised and approved in the country of the insured) declaring you a "contact case". If you do not provide this supporting document, no compensation will be awarded.

- **If you are denied boarding following a temperature check, or a positive PCR and/or antigen detection test on your arrival at the**

**departure airport.** (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 this supporting document, no compensation will be awarded).

• **If you have not been vaccinated against Covid-19**

- ✓ if, at the time you took out this policy, the country you are travelling to was not requiring a vaccine and, when it imposed this requirement, you did not have time to get a vaccine enabling you to travel.
- ✓ a contraindication to vaccination, vaccination side effects or a medical inability to take the preventive treatment required for your chosen travel destination.
- ✓ Deferral of the dates for vaccination appointments against Covid-19 imposed by the health authorities provided that:
  - The vaccination appointments were originally scheduled by the insured prior to the start of the insured trip
  - The deferred date imposed by the health authorities is during the insured's trip

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

**WHEN DO YOU HAVE TO REPORT THE CLAIM?**

Two steps

1/ From the first manifestation of illness, you must IMMEDIATELY notify your travel agency.

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

2/ Furthermore, you must report the claim to GRITCEHN TOLEDE ET ASSOCIES within five working days following the event that triggers the guarantee.

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

Your written claim must be accompanied by:

- ✓ a medical certificate and/or an administrative hospitalization certificate specifying the origin, nature, severity and foreseeable consequences of the illness,

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

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

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

- All photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- Statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- The original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- The number of your insurance contract,
- The registration form issued by the travel agency,
- In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, of the witnesses,
- If you are denied boarding: a supporting document issued by the transport company that denied you boarding, or by the health authorities; in the absence this supporting document, no compensation will be awarded.
- And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it

without a legitimate reason, you will lose your right to cover.

#### **WHAT WE EXCLUDE**

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

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

- Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,
- Any circumstance that is only a mere inconvenience,
- Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- Forgotten vaccination,
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- The lack or excess of snow,
- Any medical event for which the diagnosis, symptoms or the cause thereof are of a mental, psychological or psychiatric nature, and which has not given rise to hospitalization for more than 3 consecutive days after subscribing this Contract,
- Pollution, local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any other event occurring between the date of subscription of the insurance contract and the date of departure for your trip
- Any event occurring between the date of purchase of the trip and the date of purchase of the insurance contract.
- The absence of hazard,
- An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,

- Due to the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- Due to an act of negligence on your part,
- Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,
- Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure of the departure of the passport or identity card,

#### **TELE-CONSULTATION BEFORE DEPARTURE**

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

The information concerns the following areas.

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

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

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

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

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

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

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

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

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

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

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

#### **RETURN IMPOSSIBLE:**

Your flight has been canceled following measures to restrict the movement of populations in the event of an epidemic or pandemic taken by the local government or the airlines.

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

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

#### **HOTEL COSTS FOLLOWING PLACEMENT INTO QUARANTINE**

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

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

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

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

This reimbursement covers the costs defined below, provided that they relate to care received by you

outside your country of residence as a result of an illness or accident occurring outside your country of residence.

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

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

This service ceases from the day that we are able to complete your repatriation.

Nature of the costs granting the right to reimbursement (subject to prior approval):

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

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

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

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



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

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

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

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

#### **COVERAGE OF LOCAL TELEPHONE PLAN**

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

#### **PSYCHOLOGICAL SUPPORT ON SITE**

In the event of significant trauma following an event related to a context of epidemic or pandemic, we

can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

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

#### **EMERGENCY SUITCASE**

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

#### **HOUSEKEEPER**

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

#### **DELIVERY OF HOUSEHOLD GROCERIES**

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

#### **PSYCHOLOGICAL SUPPORT UPON YOUR RETURN HOME**

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

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



### SPECIFIC EXCLUSIONS

In addition to the exclusions common to all guarantees, the following are also excluded  
We do not become involved under the following circumstances:

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

- ◆ The costs of spa treatment, cosmetic treatment, vaccination and related costs,
- ◆ Stays in a nursing home and the associated costs,
- ◆ Rehabilitation, physiotherapy, chiropractic and related expenses,
- ◆ Planned hospitalizations.

### NEED ASSISTANCE?

Contact us, 7 days/week and 24 hours/day

By phone from France:  +33 1 45 16 85 42  <i>(Call not surcharged, cost according to operator, call may be recorded)</i>	by e-mail          <u><a href="mailto:assistance@mutuaide.fr">assistance@mutuaide.fr</a></u>
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To permit us to intervene under the best conditions, remember to prepare the following information that will be requested during your call:

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

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

### CANCELLATION FEES

PRISE D'EFFET	EXPIRATION DES GARANTIES
<b>Cancellation:</b> the day of subscription to the present contract	Cancellation: the day of arrival at the place you are staying – the place the group has to report to (outward journey)

### 1. WHAT DO WE COVER?

We reimburse down payments or all sums retained by the travel or trip organiser (minus an excess stated in the table of the amounts of cover) and invoiced pursuant to the said organiser's general terms of sale (to the exclusion of administrative costs, visa expenses, the insurance premium and all

taxes and duties), when you are obliged to cancel your trip before you leave (on the outward journey).

## 2. UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?

Cover provides for insured reserving parties to be reimbursed any sums they have effectively paid that are not reimbursable by the service provider under these general terms of sale up to the limit of the sums provided for in the "Table of sums covered" where insured reserving parties are compelled to cancel their stay solely for one of the reasons listed below, making it impossible for them to take part in the reserved stay:

- **Serious illness, serious accident or death** including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out of yourself, your legal or de facto spouse, your ascendants or descendants to the 2nd degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, of the person accompanying you during your stay and identified by name and insured under this contract.
- **Serious illness, serious accident or death** including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out of the person replacing you at work and identified by name when the contract was taken out, to the person responsible during your stay for looking after your underage children, any disabled person under your legal guardianship and who lives under the same roof as you.
- **Death** Of your uncle, aunt, nephews and nieces.
- **Complications of pregnancy occurring before the 7th month of pregnancy** Of one of the people participating in the trip and insured under this contract, which results in the absolute stopping of any work or other activity.
- **Contraindication and continuation of vaccination following vaccination**, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.
- **Redundancy or contractual termination**
  - involving you, your spouse or common-law spouse, provided that the procedure was not initiated on the date of subscription of this Contract and/or that you had no knowledge of

the date of event when the contract is was subscribed

- **Summons to a court of law, only in the following cases:**

- Juror or witness of Assizes,
- Designate as expert:

Provided that you are summoned on a date coinciding with the travel period.

- **Summons with a view to adopting a child** for the duration of your insured stay, and provided that the summons was not known at the time of subscribing the Contract.
- **Summons to re-sit an exam** Following failure that was not known when the reservation was made or the contract was signed (higher education only), provided the exam in question is held during the trip.
- **Summons for an organ transplant Of yourself or your legal or de facto spouse or one of your ascendants or descendants in the 1st degree..**
- **Serious damage caused by fire, explosion or water** or caused by the forces of nature at your business or private premises and implying the absolute necessity of your being present to take protective measures..
- **Theft at your professional or private premises** imperatively requiring your presence on the day of departure, provided that it occurs the 48 hours preceding departure for the trip.
- **Serious damage to your vehicle** within the 48 hours before departure and insofar as the vehicle cannot be used to take you to the place you are staying..
- **Impediment to you reaching the place you are staying** by road, rail, air or sea on the day the stay starts
  - roadblocks ordered by the State or a local authority,
  - public transport strike preventing you from arriving within the 24 hours following the planned start of your stay,
  - flooding or natural event obstructing traffic (certified by the competent authority),
  - traffic accident during the journey needed to get to your planned holiday destination, the damage caused resulting in immobilisation of the vehicle (proved by report by an appraiser).
- **Getting a job** as an employee for a period of more than 6 months and starting during the planned dates of your stay (you must have been registered as unemployed the day of registration for your stay and provided this is not the extension or renewal of your employment contract or an

assignment given you by a temporary employment agency)..

- **Your separation (civil union or marriage)**

In the event of divorce or separation (civil union) provided the case was submitted to the courts before the trip was booked (official document required as proof).

**Excess 25% of the value of the claim.**

**Theft of your identity card, driving licence or passport** within 5 working days prior to your departure, making it impossible for you to complete the border crossing formalities required by the competent authorities.

**Excess 25% of the value of the claim.**

- **Cancellation or modification to the paid holiday dates of yourself or your de facto or legal spouse imposed by your employer** who had officially agreed to them in writing before you booked your stay. The document issued by the employer is required. This cover is not available to heads of companies, self-employed people, craftspeople or part-time entertainment workers.

**This guarantee does not apply also in case of change of employment**

**You remain liable for an excess of 25%.**

- **Change of job** Imposed by your superiors and for which you have not requested (does not apply to heads of companies, self-employed people, craftspeople or part-time entertainment workers).

**You remain liable for an excess of 25%.**

- **Visa refusal by the authorities of the country** subject to no application having been previously refused by those authorities for the same country. Documentary proof issued by the embassy is required

- **Natural disasters (as defined by French Act No. 86-600 of 13 July 1986 as amended)** occurring in the place you are staying and resulting in prohibition on staying at the site (town, neighbourhood, etc.) by the local or prefectural authorities during all or part of the period shown on the reservation contract and occurring after the present contract was taken out.

- **Site access prohibited** (Town, neighbourhood, etc.) within a radius of five kilometres around the place you are staying, issued by the local or prefectural authorities following pollution of the sea or an epidemic.

- **Illness requiring psychological or psychotherapeutic treatment including nervous breakdowns** of yourself, your de facto or legal

spouse or your direct descendants and requiring a minimum **hospitalisation of 3 days** at the time the trip is cancelled..

**Cancellation by one of the people travelling with you** (Maximum 9 people) who registered at the same time as you and insured under the same contract where the cancellation is due to one of causes listed above.

If the person wishes to travel alone, additional expenses are taken into account. Our reimbursement may not exceed the amount owed in the event of cancellation on the date of the event.

### 3. EXTENSION OF MODIFICATION FEES

In the event of modification of the dates of your stay due to a reason listed above, we will reimburse you for the costs occasioned by the postponement of the dates of your insured stay provided for contractually in the Conditions of Sale.

Under no circumstances may the compensation paid be greater than the value of the cancellation fees due on the date on which the event at the origin of the modification occurred.

**Cancellation and modification cover cannot be combined.**

### 4. CANCELLATION FEES FOR BOOKING MADE LESS THAN 15 DAYS BEFORE DEPARTURE

**In the event of the cover being taken out at the last minute (less than 15 days before departure), we will only cover cancellation fees resulting from the following events, and no other :**

Cover provides for reimbursement of cancellation fees or modification of a stay up to the value of the sums given in the Table of Sums Covered above for which you remain liable and which are invoiced by the Service Provider in application of the General Conditions of Sale, minus transport taxes (such as aviation taxes), insurance premiums and handling charges if you cannot travel for one of the following reasons:

**Serious illness, serious accident or death including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out** of yourself, your legal or *de facto* spouse, your ascendants or descendants to the 2<sup>nd</sup> degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, of the person accompanying you during your stay and identified by name and insured under this contract.

**Serious illness, serious accident or death including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out** of the person replacing you at work and identified by name when the contract was taken out, to the person responsible during your stay for looking after your underage children, any disabled person under your legal guardianship and who lives under the same roof as you.

## 6. WHAT WE EXCLUDE

**In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES? we cannot intervene if the cancellation results from:**

- **sickness requiring psychiatric or psychotherapeutic treatment, including nervous breakdowns not having required hospitalisation for at least 3 days at the time of cancellation of the trip/travel**
- **forgetting to be vaccinated**
- **Complications due to pregnancy occurring after the 6th month of pregnancy and under all circumstances pregnancy, abortion, childbirth, in vitro fertilisations and their consequences**
- **non-presentation of identity card or passport, regardless of the reason**
- **diseases or accident that are established for the first time, or that are the subject of relapse or worsening, or of hospitalisation between the date of purchase of your trip or travel and the date the insurance contract was taken out**
- **strikes and action taken by agents of the organiser of the trip and/or the subscriber, and/or having started before the effective date of the contract or for which public notice had been given before this date**
- **defaulting of any kind, including financial, by the organiser of your trip, or by the carrier, preventing them from meeting their contractual obligations.**

**In addition, we never intervene if the person who causes the cancellation is hospitalised at the time of booking of the trip/travel or of taking out the contract.**

## 7. FOR WHAT AMOUNT DO WE INTERVENE?

We intervene for the amount of the cancellation expenses incurred at the date of the event that can lead to application of the cover, pursuant to the

General Sales Conditions of the travel organiser, with a maximum and an excess as indicated in the table of the amounts of cover.

The insurance premium is never refundable..

## 7 WITHIN WHAT TIME LIMIT SHOULD YOU DECLARE THE LOSS?

1/ Medical reasons: you should declare your loss as soon as a competent medical authority establishes that the seriousness of your state of health would contraindicate your trip

If your cancellation is subsequent to such a contraindication to travel, our reimbursement will be limited to the cancellation expenses applicable at the date of the contraindication (calculated on the basis of the travel organiser's scale with which you acquainted yourself on enrolling on the trip)

For any other reason for cancellation: you should declare your loss as soon as you become aware of the event that might lead to application of the cover. If your trip cancellation falls after that date, our reimbursement will be limited to the cancellation expenses applying on the date of the event (calculated on the basis of the travel organiser's scale of charges, of which you were apprised when you signed up).

2/ In addition, if the claimable loss has not been declared to us directly by the travel agent or by the organiser, you should inform us within 5 business days following the event leading to application of the cover. For that purpose, you should send us the declaration of loss (claim form) enclosed with the insurance contract that has been given to you.

## 8. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

Your declaration of loss (claim) should be accompanied by the following documents:

- In the event of illness or accident, a medical certificate stipulating the origin, nature, severity and expected consequences of the illness or accident,
- In the event of death, a death certificate and the civil status form,
- Under other circumstances, any documentary proof.

**You should let us have the medical details and documents necessary for your claim file to be examined, using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the declaration**

of loss, and the medical questionnaire to be filled in by your doctor.

If you do not have such documents or details, you should procure them from your doctor and send them to us using the above-mentioned pre-printed envelope.

You should also send us, using the pre-printed envelope addressed to the medical advisor, any information or documents requested to prove the reasons for your cancelling, in particular:

- All photocopies of prescriptions for drugs, tests or examinations together with any documents proving that such prescriptions have been filled or performed, in particular the social security forms showing the medical stickers for the drugs prescribed,
- Statements from Social Security or similar bodies concerning reimbursement of treatment costs and payment of sick pay,
- the original of the paid invoice for the amount you were bound to pay to the organiser or that the organiser retains,
- the number of your insurance contract,
- the enrolment slip issued by the travel agent or organiser,
- in the event of an accident, you should specify the causes and circumstances and provide us with the names and addresses of those who are liable, and, where applicable, of witnesses.
- Furthermore, it is expressly agreed that you accept in advance the principle of examination by our medical examiner. Therefore, if you oppose such examination without legitimate reason, you lose your rights to the cover.
- You should send us your claim notification to:

Tolède et Associés  
27 Rue Charles Durand CS70139  
18021 Bourges Cedex  
France

### LATE ARRIVAL

Effective date	Cover expires
Late arrival: the day of subscription to this contract	Late arrival: day of departure

#### 1. WHAT DO WE COVER?

We cover you for reimbursement on a pro rata temporis basis of the unused period following late

entry into possession **by more than 24 hours** of the accommodation rented or hotel room as a consequence of one of the events listed in the cancellation cover.

This cover cannot be combined with cancellation cover.

#### 2. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

You should:

- Send the insurer any documents needed to complete the claim and thereby evidence the validity and amount of the claim.

You will always be asked to provide the original of the organiser's detailed invoices showing the land and transport services.

If the medical details necessary for the claim to be examined are not disclosed to our medical examiner, the claim cannot be processed and settled.

You should send us your claim notification to :  
Gritchen Tolède et Associés  
27 Rue Charles Durand CS70139  
18021 Bourges Cedex  
France

### INTERRUPTED STAY EXPENSES

Effective date	Cover expires
<b>Stay cut short:</b> on the scheduled day of departure – at the place to report to indicated by the organiser	<b>Stay cut short:</b> on the scheduled day of return (at the place from which the group disperses)

#### 1. WHAT DO WE COVER?

If you have to interrupt the stay covered by this contract, we undertake to reimburse the unused "outdoor hotel services" together with any cost of cleaning the accommodation which you cannot ask the service provider to reimburse, replace or offset in the event of your being obliged to leave and hand over the camping space to the hotelier as a result of:

- **Serious illness or accident or death** of yourself, your legal or de facto spouse, your ascendants or descendants to the 2nd degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, of the person accompanying you during your stay and identified by name and insured under this contract..



- **Serious illness or accident or death** of the person replacing you at work and identified by name when the contract is taken out, to the person responsible during your stay for looking after your underage children or any disabled person of whom you are the legal guardian and who lives under the same roof as you and of whom you are the legal guardian..
- **Serious damage caused by fire, explosion or water** or caused by the forces of nature at your business or private premises and implying the absolute necessity of your being present to take protective measures..
- **Theft or burglary on business or private premises** provided that the scale or importance of the theft requires your presence.

## 2. WHAT WE EXCLUDE

In addition to the exclusions provided for in the General Provisions, interruptions consequent upon the following are not covered:

- cosmetic treatment, cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;
- a depressive, mental, or psychological illness without hospitalisation or hospitalisation for less than three days;
- epidemics.

## 3. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

You should:

Send the Insurer any documents needed to complete the claim and thereby evidence the validity and amount of the claim.

In all cases, the originals of the itemised invoices of the travel agent or tour operator showing the land and transport services will be systematically requested of you.

If the medical details necessary for the claim to be examined are not disclosed to our medical examiner, the claim cannot be processed and settled.

You should send us your claim notification to:

Gritchen Tolède et Associés  
27 Rue Charles Durand CS70139  
18021 Bourges Cedex  
France

## REPLACEMENT VEHICLE

Effective date

Cover expires

Replacement vehicle:  
on the scheduled day of departure – at the place to report to that is indicated by the organiser

Replacement vehicle :  
on the scheduled day of return – (at the place from which the group disperses)

**"Replacement vehicle" cover applies if difficulties arise following the immobilisation of your vehicle following a breakdown, damage to the vehicle or theft during the covered stay.**

If the vehicle is immobilised for more than 24 hours or the time needed to repair it is greater than 8 hours or the stolen vehicle has not been found within 48 hours, we will provide and pay for a replacement vehicle of a similar type to the immobilised vehicle for maximum 3 consecutive days. Under all circumstances this only applies while the vehicle is immobilised.

Conditions for provision of a replacement vehicle:

- the type of replacement vehicle is equivalent to that of the immobilised vehicle
- the replacement vehicle must be returned to the agency from which it was collected
- you must comply with the conditions required by the vehicle rental companies.

## WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "What are the general exclusions applicable to all of our cover packages?", we cannot intervene or compensate if immobilisation is due to:

- **running out of fuel or using the wrong fuel.**
- **punctured tyres.**
- **losing, mislaying, theft or breakage of keys other than breakage of the key in the vehicle's steering anti-theft system.**
- **repetitive breakdowns of the same type caused by failure to repair the vehicle after our agents have initially intervened during the month preceding the event.**
- **air conditioning problems and breakdowns.**
- **unless stated otherwise in the contract, damage to bodywork that does not result in immobilisation of the vehicle.**
- **consequences of the immobilisation of the vehicle in order to perform maintenance operations.**

Our cover excludes reimbursements of:

- **fuel costs**
- **personal items and effects left in and/or on the vehicle**

- **customs and surveillance costs other than those previously agreed on by the assistance department**
- **goods and animals being carried**
- **vehicle repair and towing costs, spare parts**
- **all costs other than coverage of a replacement vehicle within the limits provided for in the table of cover.**

Immobilisation of the following vehicles is excluded from replacement vehicle cover:

- **motorcycles with an engine capacity of less than 125 cm<sup>3</sup>**
- **les mopeds, auto-cycles**
- **luggage trailers of a total authorised loaded weight of more than 750 kg**
- **non-standard trailers and all trailers other than those intended for carrying luggage, as well as boat trailers and vehicle-carrying trailers**
- **registered motorised quadricycles authorised to be driven without a licence**
- **vehicles intended to carry people for money such as driving-school cars, ambulances, taxis, hearses and other funeral vehicles, hired vehicles**
- **vehicles designed to transport goods and animals.**

### **FORGOTTEN ITEM LEFT BEHIND IN THE RENTED ACCOMMODATION DISPOSITIONS GÉNÉRALES**

#### **WHAT WE EXCLUDE**

We reimburse you for the cost of having the forgotten Item left behind in the rented accommodation shipped to your **home subject to the ceilings shown in the Schedule of Cover**, upon presentation of an original postage receipt.

The cover applies to a single forgotten Item per rented accommodation unit, with it being hereby stipulated that the said forgotten Item must not exceed the following weight and dimensions:

- **Maximum weight: fewer than 10 kilogrammes;**
- **Maximum sizes: the sum of the length, width and height of the parcel must not exceed 150 centimetres.**

Under no circumstances may the Insurer be considered liable for:

- **delays and delivery times for which the transport provider selected to deliver the Item is responsible;**
- **the breakage, loss, damage or theft of the lost Item during transportation;**
- **consequences resulting from the nature of the forgotten Item;**
- **a refusal by the national or international customs authorities to authorise the shipment of the forgotten Item.**

#### **WHAT WE EXCLUDE**

In addition to the general exclusions shown in the paragraph "Which general exclusions apply to the contract?" in the chapter "SCOPE OF THE CONTRACT" the following are also excluded:

- **any item covered by national, European and international regulations concerning hazardous products, including among others those defined in the rules of the International Civil Aviation Organization (ICAO);**
- **all items containing explosives, munitions, gas, solid and liquid flammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive substances, lithium batteries;**
- **all items which, due to their nature, their packing or their packaging may present a risk to staff, third parties, the environment or the safety of transport vehicles, or which may damage other items being transported, machines, vehicles or assets belonging to third parties;**
- **counterfeit items and/or those contravening applicable laws and regulations;**
- **narcotics or other illegal substances;**
- **firearms;**
- **items requiring transportation under controlled temperature conditions;**
- **publications or audiovisual media banned by any applicable law or regulation;**
- **animals, whether alive or dead;**
- **any content, which, if shipped by post, would be likely to adversely affect human dignity, integrity or respect for the human body, including funerary relics and ashes;**
- **banknotes, negotiable instruments, payment cards or metal coins having the status of legal tender intended for**



- circulation in France, and precious metals;
- gemstones, natural pearls, identity documents and any other valuable items;
- items whose transportation constitutes a commercial operation and those intended for sale; motorised equipment, automotive accessories, gardening equipment, items containing liquids, furniture;
- household or IT equipment and accessories, hi-fi equipment, musical instruments.

### 3. HOW MUCH COMPENSATION DO WE PAY?

We will compensate you for the cost of shipping the forgotten item, **up to the maximum amount shown in the Schedule of Cover.**

### 4. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

After having contacted your accommodation provider and when the latter has found and dispatched the forgotten item, you should send us your declaration within 10 working days from the postage date, except in cases involving force majeure circumstances or acts of God. Your declaration must be accompanied by:

- your policy number,
- a copy of your rental agreement,
- and the original invoice for the shipment expenses issued by the transport provider chosen to deliver the forgotten item.

### WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?

*We cannot intervene when your requests for guarantees or services are the consequence of damage resulting from:*

- ◆ Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- ◆ Expenses for dining, hotel, except those specified in the description of guarantees,
- ◆ Damage intentionally caused by the Insured and that resulting from his participation in a crime, an offense or an altercation, except in the case of self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,

- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- ◆ The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- ◆ Expenses incurred after the return trip or expiration of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraints by the public authorities,
- ◆ Use by the Insured of air navigation devices,
- ◆ The use of war devices, explosives and firearms,
- ◆ Damage resulting from wilful or intentional misconduct by the Insured in accordance with article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics, pandemics, pollution, natural disasters, unless otherwise stipulated,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

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

**other fortuitous event or force majeure, as well as their consequences.**

## GENERAL PROVISIONS

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code (Code des Assurances Français). These rights and obligations are set forth in the following pages.

This is a group damage insurance policy taken out by "xxxx xxxx" with MUTUAIDE ASSISTANCE for which enrolment is optional.

### Appendix to article A. 112-1

#### Advice on exercising your right to a waiver as provided for under article L. 112-10 of the Insurance Code.

Please check that you do not already have cover insurance for any of the risks covered by the new contract. If this proves to be the case you are entitled to terminate this contract during the fourteen calendar days from the date it was signed. No charge or penalty is payable if all the following conditions have been met:

- you signed the contract for non-work-related purposes
- the contract came with the purchase of goods or services you have been sold by a supplier
- you can show that you are already covered for one of the risks insured by this new contract
- the contract you wish to cancel has not been fully performed
- you have not notified any claim covered by this contract.

If these conditions are met, you can exercise your right to cancel this contract by letter or in any durable medium sent to the insurer of the new contract, together with documentary proof that you already have cover for one of the risks guaranteed by this new contract. The insurer must reimburse you the premium paid within thirty days of cancellation.

If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

#### Additional information:

The cancellation letter, a model of which is given below, used to exercise this right must be sent by letter or any other sustainable medium to:

GRITCHEN TOLEDE ASSOCIES  
21 rue Charles Durand CS 70139  
18021 BOURGES cedex

"I the undersigned Mr/Ms.....residing at (address) .....hereby cancel my contract No.....taken out with Mutuaide assistance pursuant to Article L 112-10 of the French Insurance Code. I hereby certify that on the date this letter is sent, to the best of my knowledge, no loss has occurred that will bring the policy cover into application."

#### Consequences of cancellation:

Exercising your right to cancel within the period stated in the above box will result in the contract being cancelled as of the reception date of the letter or any other durable medium. Once you become aware of a loss covered by the contract, you can no longer exercise this right to cancel.

In the event of cancellation, you will only be liable to pay the part of the premium or contribution for the period during which the risk was covered, this period being calculated up until the cancellation date.

The entire premium or contribution will, however, be payable to the insurance company if you exercise your cancellation right when a loss of which you were unaware occurs that brings the contract cover into application during the cancellation period.

#### Provisions common to all guarantees

#### DEFINITIONS AND SCOPE OF APPLICATION

##### Us, the Insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 Noisy-le-Grand Cedex – S.A. with capital of 12,558,240 € fully paid in– Company governed by the Insurance Code RCS 383 974 086 Bobigny – VAT FR 31 3 974 086 000 19.

##### Serious bodily injury

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

##### Attack

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

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

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

#### **Insured**

Natural person or group duly insured under this contract and hereafter referred to as “you”.

For Assistance and Insurance guarantees, these people must reside in France, in the French overseas departments and territories or sui generis communities or in Europe.

#### **Injury**

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

#### **Natural Disaster**

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

#### **COM**

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

#### **Definition of personal assistance**

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

#### **Guaranteed travel**

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

#### **Domicile**

For Assistance and Insurance guarantees, domicile is considered as the main and usual place of residence in France, in the French overseas departments and territories or sui generis communities or in Europe.

In the event of a dispute, the tax domicile constitutes the domicile.

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

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

#### **DROM**

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

#### **Duration of the guarantees**

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

#### **Basic necessities**

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

#### **European Economic Area (EEA)**

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

#### **Foreign**

Any country outside your home country.

#### **Europe**

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

#### **Guaranteed assistance events**

Illness, injury or death during covered travel.

#### **Guaranteed insurance events**

- ✓ Cancellation

- ✓ Late arrival
- ✓ Interruption of stay
- ✓ Forgotten object
- ✓ Replacement vehicle

#### **Execution of services**

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

#### **Deductible**

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

#### **Long-haul:**

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

#### **Illness**

Sudden unforeseeable deterioration in health.

#### **Serious illness**

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

#### **Maximum per event**

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

#### **Family members**

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

#### **Medium-haul:**

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

#### **We organise**

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

#### **We cover**

We finance the service.

#### **Nullity**

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

#### **Precious objects**

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

#### **Claim**

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

#### **Territoriality**

Whole world.

#### **WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?**

The cover and/or services and benefits taken out under this contract apply throughout the entire world.

#### **WHAT IS THE TERM OF THE CONTRACT?**

The term of validity corresponds to the duration of the services sold by the organiser of the trip/travel.

**Under no circumstances shall the period the cover exceed 3 months from the day of departure.**

**The “CANCELLATION” cover takes effect as of taking out the present contract and it expires on the day of departure on the trip (outward journey).**

**The other types of cover take effect on the scheduled day of departure and expire on the scheduled day of return.**

#### **OPERATING RULES FOR ASSISTANCE SERVICES**

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

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

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

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

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

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

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

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

#### **CONDITIONS OF REIMBURSEMENT**

Refunds to the Insured can only be made by us UPON presentation of original paid invoices corresponding to costs incurred with our approval.

Refund requests must be sent to:

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

#### **HANDLING OF COMPLAINTS**

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.51.30 or by

writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the Assistance guarantees listed below:

- ✓ Repatriation or medical transport
- ✓ Extension of stay
- ✓ Hotel expenses
- ✓ Continuation of stay
- ✓ Repatriation of remains
- ✓ Early return
- ✓ Medical expenses outside country of residence
- ✓ Transmission of urgent messages

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

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**126, rue de la Piazza**  
**93196 NOISY LE GRAND CEDEX**

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

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

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

2. In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact **GRITCHEN TOLEDE ET ASSOCIES** by writing to [sinistre@declare.fr](mailto:sinistre@declare.fr) for Insurance guarantees

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

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

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most. If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

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



which must not exceed two months from the date of receipt.

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

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

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

### **COLLECTION OF DATA**

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

- the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for acceptance and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in accordance with the durations specified by the provisions relative to time limits.
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of signature, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of their duties.

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

Information concerning him may also be transmitted to the Underwriter, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries,

supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

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

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

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

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

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

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

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

- In its capacity as insurer, it is founded in carrying out the processing of data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of the handling of legal action.

- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers

- Personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data.

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

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

- by email: sent to [DRPO@MUTUAIDE.fr](mailto: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 – 93196 Noisy le Grand.

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

#### **SUBROGATION**

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

#### **TIME LIMIT**

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

However, this period only runs:

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

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

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

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

It is reminded that:

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

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



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

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

The time limit can also be interrupted by:

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

### SETTLEMENT OF DISPUTES

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

### FALSE DECLARATIONS

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

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

### REGULATORY AUTHORITY

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