

Your objective: you want to cover yourself in the event of unforeseen circumstances forcing you to cancel your planned holiday.

WHAT DO I NEED TO KNOW ABOUT PREMIUM CANCELTION INSURANCE?

This insurance is offered in addition to a booking for a holiday and is designed to protect the booker before the start of the holiday in the event of cancellation.

WHAT DOES PREMIUM CANCELTION COVER?

CANCELTION FEES

Refund of sums retained by the service provider in accordance with its general terms and conditions of sale, if you are obliged to cancel your holiday before departure (on the outward journey) for one of the reasons provided for in the contract.

A full description of the scope of cover provided by the "PREMIUM CANCELTION" insurance policy, the cover limits, excesses and exclusions are set out in the enclosed information leaflet, which has contractual value only and which we invite you to read carefully.

Our advice:

In view of your objective set out above, we suggest that you take out the PREMIUM CANCELTION offer, created specifically for holidays in France and abroad, to cover you in the event of unforeseen circumstances affecting your trip.

This document is simply a non-contractual summary of the policy cover. As the Insurer is only bound by the terms of the insurance contract, you will find the full terms of the contract in the leaflet attached to this information sheet.

WHAT IS THE DECLARATION DEADLINE IN THE EVENT OF A GUARANTEED ENEMA?

When insurance cover is involved, the insured must :

Notify Gritchen Affinity in writing within **10 working days** of any claim that is likely to result in a liability claim

HOW DO I REPORT A CLAIM?

www



For fast, modern management of your cancellation, interruption, late arrival, replacement vehicle or forgotten object requests

Log on to the website :

www.declare.fr

You can send us your supporting documents and track the progress of your case.

For traditional management of your cancellation, interruption, late arrival, replacement vehicle or forgotten object claims

By e-mail: sinistres@gritchen.fr

WHO ARE WE?

Gritchen Affinity - Specialist in sports and leisure insurance

SAS with share capital of €10,260, registered with the Bourges Trade and Companies Register under no. 529 150 542, with its registered office at 27 rue Charles Durand - 18000 Bourges.

Société de Courtage d'Assurances is subject to supervision by the ACPR, Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 and is registered with the ORIAS: 11061317 in the Insurance Broker category (www.orias.fr).

Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code. Subsidiary of Groupe Gritchen Assurances Holding, SAS with capital of 2,312,218.80 euros.

As an independent broker, Gritchen Affinity operates on a non-exclusive basis in accordance with Article L521-2 II b of the French Insurance Code. As an insurance intermediary, we are remunerated on the basis of a commission paid by the insurer and brokerage fees borne directly by the policyholder.

The Contract offer has been negotiated with MUTUAIDE ASSISTANCE, which has been committed for 40 years to providing the best service to deal with everyday problems.

YOUR PERSONAL DATA

Gritchen Affinity undertakes, as data controller or when we act as subcontractor within the meaning of the RGPD to:

- Process your data lawfully, fairly and transparently
- Collect only the information required to process your request
- Collect them for specific, explicit and legitimate purposes
- Ensure that your data is accurate and, if necessary, updated
- Keep them only for as long as is necessary for the purpose for which they were collected, as recommended by the CNIL or required by law.
- Guarantee appropriate security using suitable technical and organisational measures".

We use the personal data that you have sent us (including via your booking establishment) as part of our insurance brokerage business to take out, manage and execute the insurance contract and for the commercial management of our customers. It is also used as part of our obligations to combat money laundering and the financing of terrorism, and to combat fraud.

We inform you about how to exercise your rights: you may request access to your personal data, rectification, deletion or restriction of its processing. You also have the right to object to processing and the right to portability of your data.

For further information, please contact our Compliance Department - Gritchen - 27 rue Charles Durand - 18000 Bourges or by e-mail: conformite@gritchen.fr. In the event of a complaint, you may choose to contact the CNIL.

Find full information on the processing of your personal data [here](#)

We would also like to inform you of the existence of the "Bloctel" telephone anti-solicitation list, on which you can register at: <https://conso.bloctel.fr/>.

CLAIMS AND MEDIATION

In the event of difficulty, first contact your usual contact. If you are not satisfied, you can make a complaint by writing to: GRITCHEN AFFINITY - Service réclamations clients - 27 rue Charles Durand 18000 Bourges or by email: reclamations@gritchen.fr or by logging on to declare.fr.

Our complaints department undertakes to deal with your complaint within the following timescales:

- Ten working days from receipt of the complaint to acknowledge receipt, unless we are able to provide you with a response within this period.
- Two months from the date the complaint is received to the date the response is sent.

If, due to the complexity of the situation, we are unable to meet this two-month deadline, we undertake to inform you.

If, after exhausting the remedies available to us, a disagreement persists between us, you may contact the Insurance Mediation officer at the following address: La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09 - France

Your request will be examined in accordance with the Mediation Charter, which can be consulted at the following address:

<http://www.mediation-assurance.org/>

If, after exhausting the remedies available to us, a disagreement persists between us, you may contact the Insurance Mediation officer at the following address: La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09 - France

Your request will be examined in accordance with the Mediation Charter, which can be consulted at the following address:

<http://www.mediation-assurance.org/>

Travel Insurance

Insurance product information document

Company: Mutuaide Assistance, Approval N°4021137 - Insurance company approved in France and governed by the French Insurance Code.

Mutuaide

Product : VERYCHIC SAFEBOOKING HOTEL CANCELLATION INSURANCE N°9121

This document is a summary of the main features of the product. It does not take into account your specific needs and requirements. You will find full information on this product in the pre-contractual and contractual documentation.

What type of insurance is it?

VERYCHIC SAFEBOOKING CANCELLATION is an insurance contract designed to cover the Insured on the occasion of and during his/her trip.



What is- insured?

INSURANCE GUARANTEES

✓ CANCELLATION

A - Up to €32,000 per insured accommodation *Deductible 3% of cancellation costs with a minimum of €2 / booking and a maximum of €150 / booking (except in special cases):*

✓ **Cancellation for medical reasons**

- Death, serious illness (including serious illness following an epidemic or pandemic) or serious bodily injury of the Insured or a member of his/her family
- Cancellation for refusal to take a temperature
- Cancellation if you have not been vaccinated against Covid 19 and the rules governing entry to the country have changed since you purchased your holiday.
- Complications due to pregnancy

✓ **Cancellation for other reasons**

- Serious material damage to your main or secondary residence, your farm or your business premises.

- Serious damage to your vehicle
- Your summons as a witness or juror,
- Your invitation to adopt a child
- Your summons, a university make-up exam
- Obtaining salaried employment for more than 6 months
- Redundancy or contractual termination
- Professional transfer requiring a move
- A contraindication to vaccination
- Attack or natural disaster
- Inability to reach your holiday destination by road, rail, air or sea on the day your holiday begins

B - Up to €32,000 per insured accommodation *Excess 25% of cancellation costs :*

- Deleting or changing the dates of your paid holidays
- Theft of your identity papers



What is- not insured?

✗ **Damage resulting from intentional or reckless misconduct on the part of the Insured in accordance with Article L113-1 of the French Insurance Code,**

- ✗ **The consequences of the Insured's wilful misconduct Civil or foreign wars, riots, popular movements,**

The consequences of the disintegration of the atomic nucleus or any radiation from a radioactive energy source,

- ✗ **Voluntary participation by an insured in riots, strikes, brawls or assaults**

Medical expenses in the country of residence.



Y has des coverage exclusions ?

Main policy exclusions

- ! **Pre-existing illnesses diagnosed and/or treated and hospitalised in the six months prior to the request for assistance,**
- ! **The consequences of alcoholism and the use of drugs, any narcotic substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,**
- ! **Any event for which the travel agency may be held responsible in application of the Tourism Code in force,**
- ! **Any act that is intentional or punishable by law, which may result in the policy being covered.**



Où am I covered(e) ?

Cover applies worldwide.



What are my obligations?

- When the contract is taken out

The Insured must pay the premium.

The Insured must answer all the questions asked by the Insurer, in particular on the declaration form, to enable the Insurer to assess the risks covered.

- In the event of a claim

- Under the terms of the insurance cover, the Insured must report the claim within 5 working days of becoming aware of the loss.



When et comment to make payments?

The premium is payable when the contract is taken out, by any means of payment accepted by the travel agency.



When does coverage begin and end ?

Start of cover

Cancellation" cover takes effect on the day the present contract is taken out.

Right of renunciation

In accordance with article L112-10 of the Code des Assurances, the Insured who takes out an insurance contract for non-professional purposes, if he/she can prove previous cover for one of the risks covered by this new contract, may cancel this new contract, without costs or penalties, as long as it has not been fully executed or the Insured has not taken out any cover, and within a maximum period of thirty calendar days from the date of conclusion of the new contract.

End of cover

Cancellation" cover expires on the day of departure for the trip (place where the organiser convenes the outward journey).



How can I cancel the contract?

Cancellation of the contract is not permitted.



SAFEBOOKING

CANCELLATION

INFORMATION LEAFLET
SAFEBOOKING PREMIUM CANCELLATION
INSURANCE CONTRACT NO. 9121



SAFEBOOKING



INFORMATION NOTICE ON INSURANCE CONTRACT No. 9121 Epidemics Extension

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
<p>1 / CANCELLATION (A)</p> <ul style="list-style-type: none"> ✓ Cancellation on medical grounds (A1). <ul style="list-style-type: none"> • Death, serious illness (including serious illness following an epidemic or pandemic) or serious bodily injury of the Insured or a member of his/her family • Cancellation due to denied boarding at the airport, train station, bus station or port of departure, or due to a temperature reading. • Cancellation if you have not been vaccinated against Covid 19 and the rules governing entry to the country have changed since you purchased your holiday. • Complications due to pregnancy ✓ Cancellation other named causes (A2) <ul style="list-style-type: none"> - Serious material damage to your main or secondary residence, your farm or your business premises. - Serious damage to your vehicle - Your summons as a witness or juror, - Your invitation to adopt a child - Your summons, a university make-up exam - Obtaining salaried employment for more than 6 months - Redundancy or contractual termination - Professional transfer requiring a move - A contraindication to vaccination - Attack or natural disaster - Inability to reach your holiday destination by road, rail, air or sea on the day your holiday begins - Deleting or changing the dates of your paid holidays (A3) - Theft of your identity papers (A3) 	<p>(A1) €32,000 per insured accommodation /</p> <p>Excess 3% of cancellation costs with a minimum of €2 / booking and a maximum of €150 / booking (except in special cases).</p> <p>(A2) €32,000 per insured accommodation /</p> <p>Excess 3% of cancellation costs with a minimum of €2 / booking and a maximum of €150 / booking (except in special cases).</p> <p>(A3) Excess 25% of cancellation costs</p>

HOW TO CONTACT OUR INSURANCE CLAIMS DEPARTMENT

When insurance cover is involved, the insured must :

- Notify Gritchen Affinity in writing of any claim that is likely to result in coverage within five working days (reduced to two working days in the event of theft).

These deadlines run from the moment the insured becomes aware of the loss or damage likely to trigger cover.

Once this period has elapsed, the insured will forfeit any right to compensation if the delay has caused prejudice to the Company.

- spontaneously declare to Gritchen Affinity any cover taken out for the same risk with other insurers

FOR FAST, MODERN MANAGEMENT

YOUR INSURANCE CLAIMS

Log on to the website: www.declare.fr

(Submit your supporting documents and track your progress at all times.

the status of your case)

FOR TRADITIONAL MANAGEMENT

YOUR INSURANCE CLAIMS

By e-mail: sinistre@declare.fr

By post:

Gritchen Affinity

Claims department

27 rue Charles Durand - CS70139

18021 Bourges Cedex

ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer

MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Entreprise régie par le Code des Assurances - Soumise au contrôle de l'Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - TVA FR 31 383 974 086.

Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim, as certified by a competent medical authority, leading to the issue of a prescription for medication for the patient, implying the cessation of all professional or other activities and prohibiting him/her from travelling by his/her own means.

Insured

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

Home

Your principal and habitual place of residence anywhere in the world. In the event of a dispute, the tax address constitutes the place of residence.

DOM-ROM, COM and sui generis local authorities

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

Duration of guarantees

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

Epidemic

Abnormally high incidence of a disease over a given period and in a given region.

Europe

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

Guaranteed events

- ✓ Cancellation due to

Franchise

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

Disease

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

Serious illness

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for the patient's medication and involving the cessation of all professional activity.

Maximum per event

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

Family members

Your legal or de facto spouse or any person linked to you by a civil solidarity pact, your ascendants or descendants up to the 2^{ème} degree or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, 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.

Nullity

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

Pandemic

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

Quarantine

Isolation of the person, in the event of suspected or confirmed illness, decided by a competent local authority, with a view to avoiding the risk of the said illness spreading in the context of an epidemic or pandemic.

Guaranteed stay

The duration of the insured stay is limited to 90 consecutive days.

Claims

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

Territoriality

All over the world.

ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

1/ CANCELLATION

CANCELLATION ON MEDICAL GROUNDS

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

- **Serious illness (including serious illness following an epidemic or pandemic), serious bodily accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you took out your :**

- yourself, your legal or de facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- your brothers, 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, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of subscription,
- the person designated at the time of taking out this policy, who, during your trip, is responsible for looking after or accompanying on holiday your minor children, or the disabled person living under your roof, provided that they are hospitalised for more than 48 hours or die.

- **Denied boarding at the airport, railway station, bus station or port of departure following a temperature check** organised by the health authorities of the country of departure or the transport company with which you are travelling.

(Proof from the transport company that denied you boarding, or from the health authorities in the country of departure, must be sent to us; in the absence of this proof, no compensation will be possible).

- No 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 when you leave it does:
- and you are no longer within the time limit for this vaccination, which will allow you to travel,
- or if you are unable to have the vaccination because of a medical contraindication .

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

- **Complications due to pregnancy occurring before the 26th completed week of pregnancy** of one of the persons taking part in the trip and insured under



this policy, which result in the absolute cessation of all professional or other activity.

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

CANCELLATION FOR OTHER REASONS

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

- **Serious material damage** requiring your presence on the day of departure to take the necessary precautionary measures, resulting from burglary, fire, water damage or a climatic event and affecting more than 50% of your main or secondary residence, your farm or your business premises.

- **Serious damage to your vehicle** in the 48 hours prior to departure and insofar as it cannot be used to get you to your holiday destination or to the meeting point set by the organiser.

- **Your summons as a witness or juror**, requiring your presence during your insured stay, which cannot be postponed, and provided that the summons was not known at the time the insurance policy was taken out.

- **Your summons to adopt a child**, requiring your presence for the duration of your insured stay, which cannot be postponed, and provided that the summons was not known at the time the insurance contract was taken out.

- **Your invitation to sit a university make-up exam on a date during your trip**, provided that the failure of the exam was not known at the time this insurance contract was taken out.

- **Obtaining salaried employment** for a period of **more than 6 months** taking effect before or during the planned dates of your stay, while you were registered as a jobseeker with Pôle Emploi on the day you registered for your stay and provided that this is not a case of contract extension or renewal, or an assignment provided by a temporary employment agency.

- **Redundancy or agreed termination of contract** of yourself, your spouse or your de facto spouse,

provided that the procedure had not been initiated on the day you took out this policy and/or that you were not aware of the date of the event when you took out the policy.

- **A professional transfer requiring a move imposed** by your superiors, which has not been requested by you and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, with the exception of members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.

- **Cancellation or modification of the dates of your paid holidays or those of your de facto or de jure spouse imposed by your employer** for legitimate reasons or exceptional circumstances and officially agreed by the latter in writing before you register for the holiday; this document from the employer will be required. **This guarantee does not apply to company directors, self-employed professionals, craftsmen and entertainers. This guarantee also does not apply in the event of a change of job.**

An excess of 25% remains payable by you.

- **Theft**, in the 48 hours prior to your departure, **of your identity papers** (passport, ID card) required for customs clearance during your trip, provided that a theft report has been made as soon as possible to the nearest police authorities.

Deductible of 25% of the amount of the claim

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

- **Attack or natural disaster**

Occurring at your destination in the 30 days prior to departure and less than 50 km from the place where you are staying.

- **Inability to reach your holiday destination by road, rail, air or sea on the day your holiday begins**

- Dams decreed by the State or a local authority,
- Flooding or a natural event preventing traffic flow, certified by the competent authority,
- Road traffic accident on the way to your planned holiday destination, where the damage causes the vehicle to be immobilised, as justified by the expert's report.

THE AMOUNT OF THE GUARANTEE

The compensation paid under this Contract may under no circumstances exceed the price of the trip declared when taking out this Contract and within the limits set out in the Table of Benefits, per insured person and per event.

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

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

HOW LONG DO YOU HAVE TO REPORT A CLAIM?

Two stages

1/ From the first sign of illness or knowledge of the event giving rise to the guarantee, you must notify **your booking centre IMMEDIATELY.**

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

2/ Secondly, you must declare the claim to GRITCHEN AFFINITY within five working days of 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 hospitalisation record 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 all other cases, a receipt justifying the reason for your cancellation.

You must provide GRITCHEN AFFINITY with the medical documents and information required to investigate your claim, using the pre-printed

"Medical Service" envelope, which we will send you as soon as we receive the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your doctor and send them to GRITCHEN AFFINITY using the pre-printed envelope referred to above.

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

- ✓ all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been issued or carried out, and in particular sickness insurance forms containing copies of the corresponding labels for medicines prescribed.
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original receipted invoice for the debit that you must pay to the travel agency or that the travel agency keeps,
- ✓ your insurance policy number,
- ✓ the registration form issued by your booking centre,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- ✓ and any other necessary documents.

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

WHAT WE EXCLUDE

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

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



- ◆ An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out,
- ◆ Any circumstance that is simply detrimental to enjoyment,
- ◆ Pregnancy, including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- ◆ Forgetting to vaccinate,
- ◆ Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfil its contractual obligations,
- ◆ Too little or too much snow,
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ◆ The consequences of criminal proceedings against you,
- ◆ Any other event occurring between the date of purchase of the insurance contract and the departure date of your trip.
- ◆ Any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract.
- ◆ The absence of hazards,
- ◆ An intentional and/or legally reprehensible act, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medication and treatments not prescribed by a doctor,
- ◆ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event for which the travel agency may be held responsible in application of the Tourism Code in force,
- ◆ Non-presentation, for any reason whatsoever, of documents essential to the

stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

ARTICLE 2 - GENERAL EXCLUSIONS

We do not intervene in this case:

- ◆ Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- ◆ Catering and hotel expenses, except those specified in the text of cover,
- ◆ Damage caused intentionally by the Beneficiary and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ Use of narcotics or drugs not prescribed by a doctor,
- ◆ Alcohol impairment,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence has been issued, as well as training with a view to these competitions,
- ◆ Professional practice of any sport,
- ◆ Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ◆ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- ◆ Expenses incurred after return from the trip or expiry of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,

- ◆ Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official bans, seizures or coercive measures,
- ◆ The use by the Beneficiary of air navigation equipment,
- ◆ The use of weapons of war, explosives and firearms,
- ◆ Damage resulting from intentional or reckless misconduct on the part of the Beneficiary in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- ◆ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- ◆ The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

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

ARTICLE 3- CONDITIONS OF REIMBURSEMENT

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

Requests for reimbursement should be sent to :

GRITCHEN AFFINITY
Claims department
27, rue Charles Durand- CS 70139
18021 BOURGES CEDEX

ARTICLE 4- HANDLING COMPLAINTS

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

- ✓ Cancellation

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

MUTUAIDE
Insurance department
TSA 20296
94368 Bry sur Marne Cedex

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

If the disagreement persists, you can contact the Médiation de l'Assurance by post at :

Insurance Mediation
TSA 50110
75441 Paris Cedex 09

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

ARTICLE 5- DATA COLLECTION

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

- the answers to the questions asked are obligatory, and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or a reduction in compensation (article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This

data is then archived in accordance with the periods stipulated in the provisions relating to prescription.

- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

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

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

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

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

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

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

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

provision and, where applicable, the victims of fraud or their representatives).

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

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

- In its capacity as Insurer, it is authorised to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.

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

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

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

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

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

by e-mail: to DRPO@MUTUAIDE.fr

or

- by post: by writing to the following address:
Data Protection Representative - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.



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

ARTICLE 6 - SUBROGATION

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

ARTICLE 7- LIMITATION PERIOD

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

However, this period does not run :

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

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

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

- recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before a court that lacks jurisdiction or if the act of bringing the claim

before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed (article 2243 of the Civil Code);

- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

Please note that :

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

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

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

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

The limitation period may also be interrupted by :

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

ARTICLE 8- SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Beneficiary's domicile in accordance

with the provisions of Article R 114-1 of the Insurance Code.

ARTICLE 9 - FALSE DECLARATIONS

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

- **Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in article L 113.8 of the French Insurance Code.**
- **Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.**

ARTICLE 10- SUPERVISORY AUTHORITY

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