

Your objective: you want to cover yourself in the event of unforeseen circumstances forcing you to cancel your planned holiday, and also in the event of unforeseen circumstances occurring during your stay.

WHAT DO I NEED TO KNOW ABOUT PREMIUM MULTIRISK INSURANCE?

This insurance is offered in addition to a booking for a holiday in France or abroad and is designed to protect the booker before the start of the holiday: in the event of cancellation of the holiday, missed departure or flight delay, during the holiday: in the event of loss or theft of luggage, interruption of the holiday, impossible return, civil liability or repatriation assistance.

WHAT DOES PREMIUM MULTIRISK INSURANCE COVER?

Guarantees :

CANCELLATION FEES

Refund of sums retained by the service provider under 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 set out in the contract.

MISSING START

If you miss your plane on the departure or return leg of your journey, due to an unforeseeable event beyond your control that can be justified, except in the case of a schedule change caused by the carrier, we will reimburse you for the purchase of a new ticket for the same destination, provided that you leave within 24 hours or on the first available flight and up to the amount indicated in the contract.

FLIGHT DELAY

If you are delayed by more than 4 hours from the scheduled time, we will reimburse you a lump sum, up to the amount stated in the contract.

LUGGAGE

We cover you, up to the amount stated in the contract, for your luggage, objects and personal effects, taken with you or purchased during your trip, away from your principal or secondary place of residence in the event of theft, total or partial destruction, loss during transport by a transport company

INTERRUPTION CHARGES

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.

Reimbursement of unused ground services on a pro rata temporis basis in the event of premature return following the events detailed in the insurance contract.

IMPOSSIBLE RETURN

We guarantee the reimbursement, on presentation of supporting documents, of expenses actually incurred and irrecoverable, in the event of it being impossible to travel on the return journey on the date initially planned as a result of an external, irresistible event beyond your control, that of the Organiser of the holiday and/or that of the transport company, up to the amount specified in the contract.

PERSONAL LIABILITY ABROAD

We cover you, up to the amounts specified in the policy, against the financial consequences of any civil liability you may incur as a result of bodily injury, property damage or consequential loss caused to third parties in the course of your private life during your stay.

ASSISTANCE

Assistance, repatriation, reimbursement of medical expenses in the event of illness, accident or death

An exhaustive description of the scope of the "PREMIUM MULTIRISK" insurance cover, the cover limits, excesses and exclusions are given 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 MULTIRISK offer created specifically for holidays in France and abroad and 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 coverage being required

HOW DO I REPORT A CLAIM?

www

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

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

need for assistance or repatriation

Contact us 24/7 by phone or e-mail

To do this:

To enable us to intervene in the best possible conditions, please remember to gather the following information, which you will be asked to provide when you call:

- › Your contract number,
- › Your first and last name,
- › Your home address,
- › The country, city or town you are in at the time of the call,
- › Specify the exact address (number, street, hotel, etc.),
- › The telephone number where we can reach you,
- › The nature of your problem.

On your first call, you will be given an assistance file number. You should always quote this number when you contact our Assistance Service.

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

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 \(save link\)](#)

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/>

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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

Companies: Mutuaide Assistance, Approval N°4021137 - Insurance company approved in France and governed by the French Insurance Code and TOKIO MARINE KILN INSURANCE LIMITED, a company incorporated in England, represented by its branch in France, governed by the French Insurance Code.

Product : VERYCHIC TRAVEL PACK MULTIRISQUE COVID INDIVIDUEL

Mutuaide

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 TRAVEL PACK MULTIRISQUE INDIVIDUAL COVID is an insurance contract whose purpose is to cover the Insured on the occasion of and during his/her trip.



What is- insured?

✓ REPATRIATION ASSISTANCE

Repatriation/transportation, including in the event of an epidemic or pandemic

Repatriation of accompanying persons

Visit from a relative, up to €120/night (max 10 nights)

Extended stay, up to €120/night (max 10 nights) Hotel costs, up to €120/night (max 10 nights)

Hotel costs following impossible return or quarantine

Medical expenses outside the country of residence, including in the event of an epidemic or pandemic

Repatriation of bodies

Early return

Search and rescue costs, up to €5,000/person and €15,000/event

Cash advance of up to €2,500 / person

✓ ADDITIONAL ASSISTANCE

Domestic help, up to 20 hours spread over 4 weeks

Delivery of meals and household shopping

Psychological support following repatriation in the event of an epidemic or pandemic

✓ INSURANCE

Cancellation, up to €20,000 per person and €50,000 per event

Missed departure and return, up to €1,000 per person and €10,000 per event

Flight delay

Luggage, up to €2,000/person and €5,000/event Interruption of stay, up to €5,000 per person and €25,000 per event

No way back

Personal liability: €4,500,000 per claim, including

€750,000 per claim for property damage and consequential loss.

OPTIONAL

PRICE MAINTENANCE

SNOWMOBILE FRANCHISE BUYBACK

✓ SEA AND MOUNTAIN SEARCH AND RESCUE EXTENSION, up to €15,000 per person



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 irradiation from a radioactive energy source,

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

✗ Medical expenses in the country of residence.



Y a-t- Are there any exclusions to cover ?

Main policy exclusions

! Expenses incurred without the prior agreement of the Assistance Service,

! Pre-existing illnesses diagnosed and/or treated and hospitalised in the six months prior to the request for assistance,

! The consequences of the use of medicines, drugs, narcotics and similar products not prescribed by a doctor, and the misuse of alcohol,

! Any intentional act by the Insured which may give rise to cover under the policy.

The contract also contains certain restrictions

! The contract must be taken out on the day the trip is booked or, at the latest, the day before the 1^{er} day on which the cancellation fee scale applies.

! The "Price Maintenance", "Excess Waiver" and "Search Expenses Extension" options must be taken out at the same time as the "Comprehensive" package.

! Trip Cancellation" cover does not cover the impossibility of leaving due to the material organisation of the trip by the organiser or due to the accommodation or safety conditions at the destination.



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.

- For assistance services, the Insured must contact the assistance centre and obtain its prior agreement before taking any initiative or incurring any expense.

In all cases, the Insured must provide the Insurer with all supporting documents necessary for the implementation of the insurance cover and assistance services provided for in the contract.



When et comment to make payments?

The premium is payable when the contract is taken out, by any means of payment accepted by Verychic Travel Agency.



When does coverage begin and endelle ?

Start of cover

"Cancellation" and "Price Maintenance" cover take effect on the day the present contract is taken out.

All other cover takes effect on the day of departure for the trip (place of meeting with the organiser on the outward journey).

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

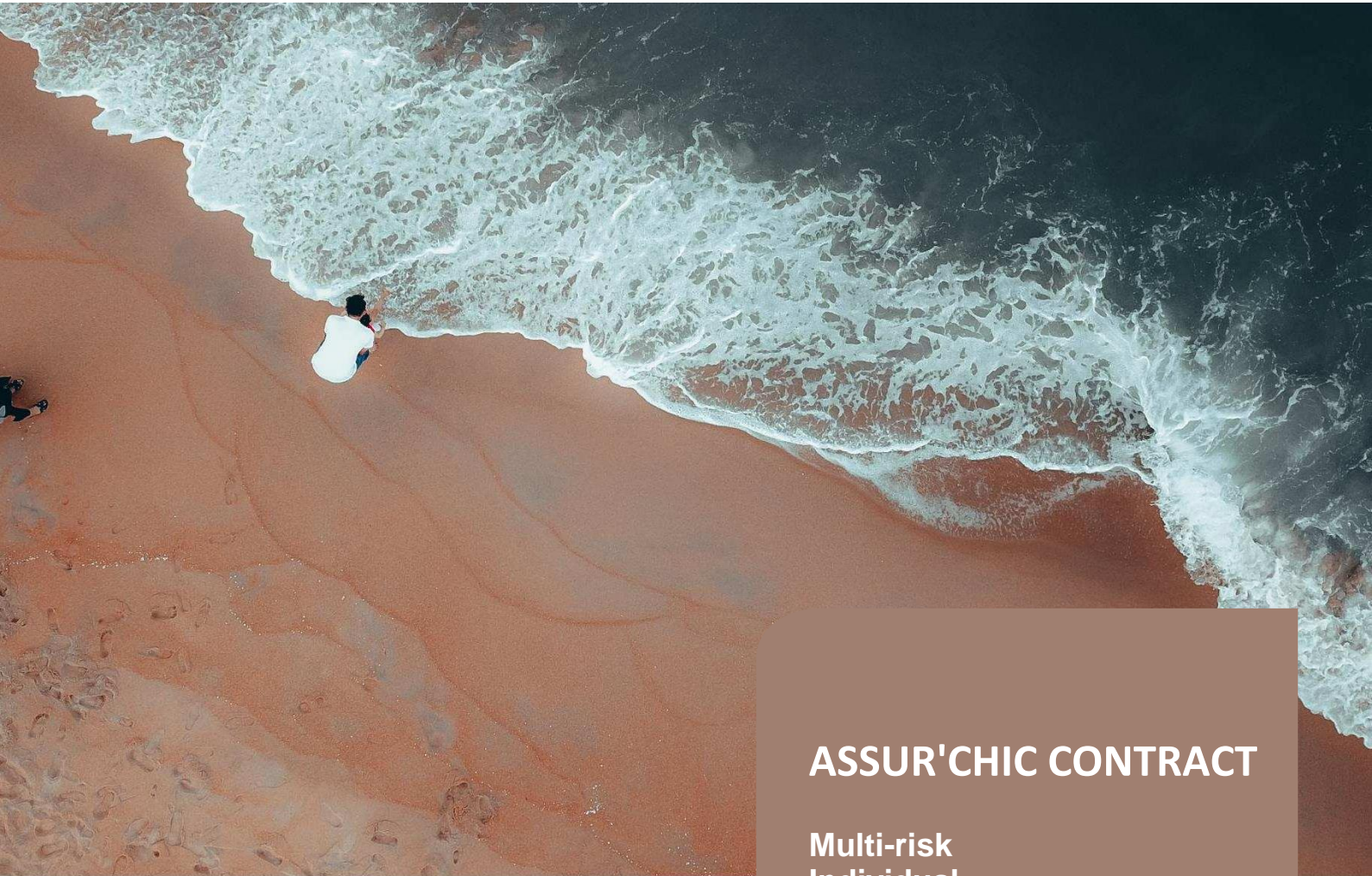
"Cancellation" and "Price Maintenance" cover expires on the day of departure for the trip (place where the organiser convenes the outward journey).

All other cover expires on the last day of the trip, with a maximum duration of 90 consecutive days.



How can I cancel the contract?

Cancellation of the contract is not permitted.



ASSUR'CHIC CONTRACT

Multi-risk
Individual
n°9173

INFORMATION NOTICE FOR MULTI-RISK POLICY NO. 9173

HOW TO CONTACT OUR MUTUAIDE ASSISTANCE SERVICE

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

7 days a week - 24 hours a day

by telephone from France: 01.55.98.51.30

(Calls are not surcharged, cost depends on operator, call may be recorded)

by telephone from abroad: 33.1.55.98.51.30 preceded by the local international access code

(Calls are not surcharged, cost depends on operator, call may be recorded)

by fax: 01. 45.16.63.92

by e-mail: voyage@mutuaide.fr

To enable us to intervene in the best possible conditions, please remember to gather the following information, which you will be asked to provide when you call:

- Your contract number,
- Your first and last name,
- Your home address,
- The country, city or town you are in at the time of the call,
- Specify the exact address (number, street, hotel, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

On your first call, you will be given an assistance file number. You should always quote this number when you contact our Assistance Service.

HOW TO CONTACT OUR INSURANCE DEPARTMENT

- **by Internet:** <http://declare.fr/>

- **by e-mail:** sinistre@declare.fr

- **by post:** GRITCHEN AFFINITY - Claims Department

27, rue Charles Durand - CS 70139 - 18 021 - BOURGES CEDEX

Please remember to gather the following information when you call:

- Your policy number,
- Your full name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your claim.

On your first call, you will be given an insurance file number. Remember to quote this number whenever you contact our Insurance Department.

INDIVIDUAL PREMIUM MULTI-RISK POLICY NO. 9173

TABLE OF GUARANTEES	
INSURANCE GUARANTEES	CEILING
<p>1 / CANCELLATION</p> <p>Cancellation for medical reasons(A1) Of which :</p> <ul style="list-style-type: none"> • Death of the insured's uncles, aunts, nephews and nieces. (A1) • Cancellation due to serious illness in the event of an epidemic or pandemic. (A2) • Cancellation due to denied boarding at the airport, train station, bus station or port of departure or due to a temperature reading (A2) • Cancellation in the absence of vaccination against Covid 19 (A2) <p>All except cancellation (A3)</p> <ul style="list-style-type: none"> • including riot, attack, act of terrorism or natural disaster clauses occurring abroad within a 100 km radius of your holiday destination (A3) 	<p>(A) €30,000 per person / Maximum €90,000 per event</p> <p>(A1) Excess €30 per person</p> <p>(A2) Excess 10% of the amount of the cancellation fee in the event of an epidemic/pandemic minimum €30/person</p> <p>(A3) Excess of 10% of the amount of the cancellation costs with a maximum of €100 per person.</p>
<p>2 / DEPARTURE AND RETURN MISSING (B)</p>	<p>(B) Payment of a new ticket for departure within 24 hours up to a limit of €1,000 per person and €10,000 per event / Excess of 10% of the value of the new ticket.</p>
<p>3 / FLIGHT DELAY (C)</p> <p>From 4h (C1) From 6am (C2)</p>	<p>(C1) €50 per person (C2) €100 per person</p>
<p>4 / LUGGAGE (D)</p> <p>Valuables (D1) Sports equipment (D2) Franchise (D3) Late delivery (more than 24 hours) (D4)</p>	<p>(D) €2,000 per person / Maximum €5,000 per event (D1) 50% of the guarantee amount (D2) €500 per person (D3) €50 per file</p>
<p>5 / TRIP INTERRUPTION COSTS</p> <p>Reimbursement of unused ground services on a pro rata temporis basis (excluding transport) (E)</p>	<p>(D4) Flat-rate compensation of €200 per person / no excess (E) €5,000 per person / Maximum €25,000 per event</p>
<p>6 / IMPOSSIBLE RETURN</p>	<p>(E) €5,000 per person / Maximum €25,000 per event</p>

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Hotel charges for packages (F1)	(F1) €80 per night per person / Max 4 nights
Hotel costs for dry flights (F2)	(F2) €50 per night per person / Max 2 nights
7/ PERSONAL LIABILITY ABROAD	
Bodily injury, property damage and consequential loss (G1) Of which	(G1) €4,500,000 per claim
Consecutive material and immaterial damage with an absolute excess of €150 per claim (G2)	(G2) €750,000 per claim
Defence before civil, commercial or administrative courts. Defence of civil interests before the criminal courts (G3)	(G3) Expenses payable by the Insurer, except exceeding the guarantee limit in question
ASSISTANCE GUARANTEES	CEILING
1 / REPATRIATION ASSISTANCE	
Pre-departure teleconsultation (A)	(A) 1 call
Repatriation or medical transport (including in the event of an epidemic or pandemic) (B)	(B) Actual costs
Repatriation of accompanying persons (C)	(C) Return ticket * (C) Return ticket * (C) Return ticket * (C) Return ticket * (C) Return ticket
Visit from a relative (D)	(D) Return ticket *+ (D) Return ticket *+ (D) Return ticket *+ (D) Return ticket *+ (D) Round trip ticket
Extended stay (E)	Hotel costs €120 per night / Max 10 nights
Hotel costs (F)	(E) Return ticket *+ (E) Return ticket *+ (E) Return ticket *+ (E) Return ticket *+ (E) Round trip ticket
Impossible return (G)	Hotel costs €120 per night / Max 10 nights
Hotel expenses following an impossible return (H)	(F) Hotel expenses €120 per night / Max 10 nights
Hotel costs following quarantine (I)	(G) €1,000 per person / Max €50,000 per group + Hotel charges €80 per night /Max 14 nights
Aircraft costs following quarantine	
Medical expenses outside the country of residence (including in the event of an epidemic or pandemic) (J)	(H) Hotel costs €80 per night / Max 14 nights
<ul style="list-style-type: none"> • Medium-haul (J1) 	(I) Hotel costs €80 per night / Max 14 nights

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<ul style="list-style-type: none"> • Long-haul (J2) • Franchising (J3) • Maximum per event (D4) • Dental care (D5) 	<p>Return ticket beyond the end of the stay</p> <p>(J1)€75,000 per person</p> <p>(J2)€150,000 per person</p>
<p>Sending medicines abroad (K)</p>	<p>(D3)30 € per file</p>
<p>Repatriation of bodies Repatriation of the body (M1) Funeral expenses required for transport (M2)</p>	<p>(J4)500 000 €</p> <p>(J5)150 €</p>
<p>Early return (N1) Locksmith costs (N2)</p>	<p>(K) Shipping costs</p>
<p>Payment of a local telephone flat rate (O)</p>	<p>(M1) Actual costs</p> <p>(M2) 2 500 €</p>
<p>Legal assistance abroad Advance of criminal deposit (P1) Payment of legal fees (P2)</p>	<p>(N1) Return ticket *</p> <p>(N2)75€</p>
<p>Search and rescue costs (Q)</p>	<p>(O) Up to €80</p>
<p>Transmission of urgent messages (R)</p>	<p>(P1)15 000 €</p> <p>(P2)12 500 €</p>
<p>Cash advance (abroad only) (S)</p>	<p>(Q) €5,000 per person / Max €15,000 per event</p>
<p>Psychological support (T)</p>	<p>(R) Actual costs</p>
<p>Psychological support following quarantine (U)</p>	<p>(S) 2 500 €</p>
<p>Emergency case (V)</p>	<p>(T) 2 interviews per person per event</p>
<p>2 / ADDITIONAL PERSONAL ASSISTANCE</p>	<p>(U) 6 interviews per event</p>
<p>On-call duty (a)</p>	<p>(V) Up to €100 per person and up to €350 per family</p>
<p>Delivery of meals and household shopping (b)</p> <ul style="list-style-type: none"> • Household shopping delivery (b1) • Meal delivery (b2) 	<p>Maximum per event: €1,000 (a)</p> <p>(a) 20 hours</p>
<p>Delivery of household goods following repatriation due to illness linked to an epidemic or pandemic (c)</p>	<p>(b) 15 days maximum</p>
<p>Domestic help (d)</p>	<p>(b1) 1 delivery per week</p>

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Household assistance following repatriation due to illness linked to an epidemic or pandemic (e)	(b2) 4 deliveries per claim
Childcare (f)	(c) 15 days maximum and 1 delivery per week
Educational support for children under 18 (g)	(d) 20 hours spread over 4 weeks
Pet care (h)	(e) 15 hours spread over 4 weeks
Assistance for main residence (i)	(f) 20 hours Or return ticket
Psychological support following repatriation due to illness caused by an epidemic or pandemic (j)	(g) 15 hours per week for a maximum of 1 month
3 / CONCIERGE SERVICE (A)	(h) 10 days maximum
<ul style="list-style-type: none">✓ Medical problem✓ Changes to transport or hotel tickets✓ Booking tickets, shows or restaurants✓ Changing an appointment✓ Leisure information✓ On-site interpreting if understanding is difficult	(i) €80 per day / Max 5 days
	(j) 6 interviews per event

* by 1^{ère} class train or economy class airliner

ARTICLE 1 / DEFINITIONS AND SCOPE

We, the Insurer

INDIVIDUAL PREMIUM MULTI-RISK POLICY NO. 9173

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.

For Personal Liability cover abroad, the policy number of which is 35.806.460, the Insurer is TOKIO MARINE EUROPE SA (TOKIO MARINE HCC).

Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

This "attack" will have to be registered by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

Beneficiary

A natural person or group duly insured under this contract and hereinafter referred to as "you".

- For Assistance and Insurance cover other than Personal Liability Abroad and Individual Accident cover, these persons must be domiciled in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe.

- For Personal Liability cover abroad and Individual Accident cover, these persons must be domiciled in mainland France or an Overseas Department and have subscribed to this policy through a tour operator or travel agency.

Luggage

Travel bags, suitcases, trunks and their contents, excluding your clothing.

Injury

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority.

Natural disasters

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

COM

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

Definition of personal assistance

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

Guaranteed travel

A 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 cover, excluding Personal Liability Abroad and Individual Accident cover, the main and usual place of residence in France, the French overseas departments and territories (DOM-ROM COM) and local authorities sui generis or in Europe is considered to be the domicile. In the event of a dispute, the tax domicile constitutes the domicile.

For Personal Liability abroad and Individual Accident cover, the home address must be in continental France or the French Overseas Departments.

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.

DROM

DROM refers to the French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

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.

Basic necessities

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

Epidemic

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

European Economic Area (EEA)

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

Foreign

Any country other than your country of residence.

Europe

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

Events covered by assistance

Illness, injury or death during an insured trip.

Events covered by insurance

- ✓ Cancellation
- ✓ Missed start
- ✓ Impossible to leave
- ✓ Theft, destruction, loss of baggage, delayed delivery of baggage,
- ✓ Interruption of stay
- ✓ Personal liability abroad

Performance of services

The services guaranteed by the present agreement can only be activated with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expense incurred by the Beneficiaries on their own initiative can be reimbursed by MUTUAIDE ASSISTANCE.

Franchise

The proportion of the claim borne by the Beneficiary 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.

Long-haul :

Long-haul" means travel to countries not listed in the "Medium-haul" definition.

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 medication and the cessation of all professional or other activities.

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 union, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you, unless otherwise stipulated in the contract.

Medium-haul :

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

We organise

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

We take care of

We finance the service.

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 said agreement.

Precious objects

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

Pandemic

Epidemic that develops over a vast territory, 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.

Mediterranean countries

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

Quarantine

Isolation of the person, in the event of suspected 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.

Claims

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

Territoriality

All over the world.

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 limit indicated 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 nominated 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

- ✓ If, at the time you took out this policy, your destination country did not require you to be vaccinated against Covid 19 in order to enter its territory, but at the time of your departure it does:
 - And that you are no longer within the time required to have this vaccination so that you can travel,
 - Or if you are unable to have the vaccination because you have a medical contraindication.

- Pregnancy complications up to the 28th week.

- ✓ And which entail an absolute cessation of all professional or other activity, provided that you are not more than 6 months pregnant at the time of departure,
- ✓ If the very nature of the trip is incompatible with pregnancy, provided that you were unaware of your condition at the time of booking.

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.

ALL EXCEPT CANCELLATION

You are also covered, up to the limit indicated in the Table of Cover, for **any other random event, whatever it may be, constituting an immediate, real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. Random event means any sudden, unforeseeable circumstance beyond the control of the insured that justifies cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

Cancellation by one of the persons accompanying you (maximum 8 persons) registered at the same time as you and insured under the same contract, when the cancellation is due to one of the guaranteed causes. If the person wishes to travel alone, the additional costs will be taken into account, but our refund will not exceed the amount due in the event of cancellation on the date of the event.

Notwithstanding the general exclusions, we cover cancellation costs due to the following causes:
In the event of a riot, an attack or an act of terrorism or in the event of a natural disaster occurring abroad, within a radius of 100 km of your holiday destination or cities where you are staying.
You are covered in the event of a riot, an attack or an act of terrorism or in the event of a natural disaster when the following conditions are met:

- The event has resulted in damage to property or personal injury in the city or cities of destination or stay.
- The French Ministry of Foreign Affairs advises against travel to the destination city or cities.
- If the authorised travel organisation or intermediary is unable to offer you an alternative destination or stay.
- The date of your departure is scheduled less than 30 days after the date on which the event occurs
- No similar event has occurred in the city or cities of destination or stay in the 30 days prior to booking your package.

THE AMOUNT OF THE GUARANTEE

The indemnity 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.

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

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

HOW LONG DO YOU HAVE TO REPORT A CLAIM?

Two stages

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

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 report the claim to **GRITCHEN - Insurance Department**, 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 - Insurance Department with the medical documents and information required to investigate your claim, using the pre-printed "Medical Department" envelope that 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 in the pre-printed envelope referred to above to GRITCHEN - Insurance Department.

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 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 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.

It is also 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 conditions or the safety of 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,

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- 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.

2/ MISSING DEPARTURES AND RETURNS

If you miss your plane on the departure or return leg of your trip, due to an unforeseeable event beyond your control that can be justified, except in the case of a schedule change caused by the carrier, we will reimburse you for the purchase of a new ticket for the same destination, provided that you leave within 24 hours or on the first available flight and up to the amount indicated in the Table of Benefits.

This guarantee is valid provided that you have given yourself at least 2 hours' notice before the check-in deadline.

For a package (transport and ground services), the amount of compensation is limited to the amount indicated in the Table of Benefits.

Under no circumstances may the amount exceed that which would result from cancellation of the trip.

WHAT WE EXCLUDE

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

- ◆ Reimbursement of benefits other than a ticket,

- ◆ **Any event for which the carrier is responsible (including staff strikes),**
- ◆ **Any event occurring between the date on which you book your travel services and the date on which you take out this policy.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to **GRITCHEN - Insurance Department** within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

We will provide you with the information you need to make your claim, and it will be your responsibility to provide us with any documents and information that will enable us to assess the amount of your compensation, and in particular :

- the "unused" one-way air ticket,
- the passenger receipt for the ticket purchased,
- the boarding pass for the ticket purchased.

3/ FLIGHT DELAYS

If you are delayed by more than 4 hours from the scheduled time, we will reimburse you a lump sum, up to the amount indicated in the Table of Benefits.

Compensation is cumulative if the delay occurs on the outward journey, the return journey or a journey during the journey.

CONDITIONS FOR GRANTING THE GUARANTEE

The guarantee is valid provided that the insured journey has been made.

This guarantee applies to the outward and/or return journeys of :

- scheduled flights, trains and boats from companies whose timetables are published,
- outbound charter flights, the times of which are indicated on the outbound flight coupon,
- return charter flights: time of flight confirmation provided by the travel agent.

In the event of a dispute, the "ABC WORLD AIRWAYS GUIDE" will be considered as the reference work for determining the flight schedule and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must :

- Notify **GRITCHEN - Service Sinistre - 27, rue Charles Durand - CS 70139 - 18 021 - BOURGES CEDEX** as soon as you return and no later than 15 days after your return. If this time limit is not respected and we suffer loss as a result, you will lose all rights to compensation.
- Send to **GRITCHEN - Service Sinistre - 27, rue Charles Durand - CS 70139 - 18 021 - BOURGES CEDEX :**
 - Tickets and purchase invoice, boarding pass stub,

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- A delay certificate drawn up and stamped by the transport company or its representative. This certificate must show the expected time of arrival at your destination, the actual time of arrival and must be in your name if you are unable to provide the stub of your boarding card or proof of your presence on board.
- Any other supporting documents you may be asked to provide.

IMPORTANT :

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

WHAT WE EXCLUDE

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

- ◆ **Weather conditions,**
- ◆ **A state of civil war or foreign war in the country of departure, transfer or arrival of the insured flight,**
- ◆ **If you are refused boarding on the route initially planned by the authorised organisation,**
- ◆ **Your refusal to use guaranteed transport,**
- ◆ **Flights that you have not previously confirmed;**
- ◆ **If the journey on which your booking was confirmed is missed, for whatever reason,**
- ◆ **If you are not allowed on board, due to failure to check in by the deadline, or failure to check in your baggage and/or present yourself for boarding,**
- ◆ **A decision by the airport authorities, civil aviation authorities or other authorities to change departure times more than 24 hours before the outward or return travel date shown on your ticket.**

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

4/ LUGGAGE

We cover you, up to the amount indicated in the Table of Benefits, for your luggage, objects and personal effects, taken with you or purchased during your trip, away from your principal or secondary place of residence in the event of :

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

DELAYED DELIVERY OF YOUR BAGGAGE

If your personal luggage is not returned to you at the destination airport (on the outward journey) and if it is returned to you more than 24 hours late, we will reimburse you, on presentation of supporting documents, for essential items up to the amount indicated in the Table of Benefits.

However, you cannot combine this indemnity with the other indemnities under the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

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

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

- Theft of jewellery is covered ONLY when it is placed in a safety deposit box or when you are wearing it.
- Theft of all sound and/or image reproduction equipment and accessories is covered ONLY when they are placed in a safety deposit box or when they are carried by you.

If you use a private car, the risk of theft is covered as long as your luggage and personal effects are locked in the boot of the vehicle and out of sight. Only theft by forcible entry is covered.

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

WHAT WE EXCLUDE

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

- ◆ Theft of luggage, personal effects and objects left unattended in a public place or stored in premises shared by several people,
- ◆ Theft of any sound and/or image reproduction equipment and their accessories if they have not been placed in a locked safety deposit box when they are not being worn, which means that such equipment is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- ◆ Forgotten, lost (except by a transport company), exchanged,
- ◆ Theft without breaking and entering duly recorded and reported by an authority (police, gendarmerie, transport company, purser, etc.),
- ◆ Accidental damage due to the leaking of liquids, fatty, colouring or corrosive substances contained in your luggage,
- ◆ Confiscation of goods by the authorities (customs, police),
- ◆ Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,
- ◆ Theft from any vehicle without a boot,
- ◆ Collections, samples from sales representatives,
- ◆ Theft, loss, omission or damage to cash, documents, books, tickets and credit cards,
- ◆ Forgotten, lost or damaged official documents: passport, identity card, residence permit, vehicle registration document and driving licence,
- ◆ Theft of jewellery when it has not been placed in a locked safety deposit box when it is not being worn, which means that jewellery is not covered when it is entrusted to a transport company, whatever the type (air, sea, rail, road, etc.),

- ◆ Breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- ◆ Indirect damage such as depreciation and loss of use,
- ◆ The following items: any prosthesis, equipment of any kind, trailers, valuable securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films, as well as professional equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, beauty products and photographic film.

HOW MUCH DO WE CONTRIBUTE?

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

HOW IS YOUR ALLOWANCE CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you will be compensated on the basis of documentary evidence and on the basis of the replacement value by equivalent objects of the same nature, less any obsolescence.

For the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage or valuables. The following year, the amount reimbursed will be calculated at 75% of the purchase price. In subsequent years, the value will be reduced by a further 10%.

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

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

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

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim must be reported to GRITCHEN - Insurance Department within five working days, except in the event of force majeure. If this deadline is not met and we suffer loss as a result, you will lose all rights to compensation.

The claim must be accompanied by the following information:

- ✓ a receipt for a complaint lodged in the event of theft or a declaration of theft made to a competent authority (police, gendarmerie, transport company, purser, etc.) in the event of theft during the holiday or loss by a transport company;
- ✓ the loss or destruction report drawn up with the carrier (sea, air, rail, road) when the baggage or objects have been lost, damaged or stolen while in the legal custody of the carrier.
- ✓ A copy of the list of items reported damaged or stolen, given to the transport company,

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- ✓ The letter of reimbursement from the airline or transport company showing the compensation paid to you,
- ✓ Original proof of purchase for damaged or stolen items,
- ✓ In the event of late delivery, the irregularity report issued by the carrier, and the baggage delivery note showing the date and time of delivery.

If you fail to submit these documents, your rights to compensation will lapse.

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

You must prove, by any means in your power and by any documents in your possession, the existence and value of these items at the time of the claim, as well as the extent of the damage.

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

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

You must notify **GRITCHEN - INSURANCE SERVICE** immediately by registered letter, as soon as you are informed:

-if we have not yet paid you the indemnity, you must repossess the said luggage, objects or personal effects; we are then only liable to pay for any damage or shortages.

-If we have already paid you compensation, you can opt out within 15 days:

- ✓ or for the relinquishment of the said luggage, objects or personal effects to us,
- ✓ or for the return of the said luggage, objects or personal effects in return for the compensation you have received less, where applicable, the part of this compensation corresponding to the damage or missing items.

If you have not made your choice within 15 days, we will consider that you have opted to surrender your goods.

5/ TRIP INTERRUPTION COSTS

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

Similarly, if a member of your family who is not taking part in the trip suffers a serious illness, a serious physical injury or death, and as a result you have to interrupt your stay and we repatriate you, we will reimburse you and the members of your family who are members of the group or a person

accompanying you, pro rata temporis, the accommodation costs already paid and not used (excluding transport) from the night following the date of early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and requiring your presence in order to take the necessary precautionary measures, we will reimburse you and the members of your family who are members or one person accompanying you, pro rata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

This cover cannot be combined with the "Compensation Trip" cover.

WHAT WE EXCLUDE

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

- ◆ **Claims for reimbursement of transport tickets,**
- ◆ **Requests for reimbursement of services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative),**
- ◆ **Interruptions to the stay where the cause was known before the start of the trip.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to **GRITCHEN - Insurance Department** within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- Original detailed invoices from the tour operator showing land and transport services,
- The invoice for the trip or the agency's registration form,
- The certificate or proof from the Insurer confirming the date of repatriation or early return and the reason for it,
- Any other document that we deem necessary to investigate the case.

If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.

6/ IMPOSSIBLE RETURN

The purpose of this cover is to reimburse you, on presentation of receipts, for expenses actually incurred and irrecoverable, if you are unable to travel on your return journey on the date initially planned due to an external, irresistible event beyond your control, that of the Organiser of the holiday and/or the transport company.

During your Trip, following the impossibility of your return on the date initially planned and the modification of this date by the organiser and/or the airline, we will reimburse you, on presentation of receipts, the hotel expenses (hotel and meals) resulting from the extension of your Stay up to the amount specified in the Table of Amounts of Cover.

This cover cannot be combined with the "Extended stay" cover in the event of assistance.

WHAT WE EXCLUDE

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

- ◆ **Epidemics, natural disasters and pollution,**
- ◆ **Attacks and terrorism,**
- ◆ **The absence of hazards,**
- ◆ **The consequences of a nuclear incident, civil or foreign war, riot or strike,**
- ◆ **Failure of the tour operator or airline,**
- ◆ **An act of negligence on your part,**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to **GRITCHEN - Insurance Department** within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- **Proof of inability to travel and the precise reasons for this inability to travel**
- **proof of additional hotel and meal expenses incurred by you.**

7/ PERSONAL LIABILITY ABROAD

SPECIFIC DEFINITIONS

Insured

Persons domiciled in continental France or in the French Overseas Departments and Territories and who have subscribed to this policy through a tour operator or travel agency are considered to be Insureds for the "Personal Liability Abroad" cover.

Home

For "Personal Liability Abroad" cover, the Insured's place of residence must be in Continental France or the French Overseas Departments.

Bodily injury

Any bodily injury suffered by an individual and the resulting damage.

Material damage

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

Consequential non-material damage

Any pecuniary loss resulting from the total or partial deprivation of use of an asset or a right, the loss of profit, the loss of clientele, the interruption of a service or an activity, and which is the direct consequence of bodily injury or material damage covered.

Harmful event

The fact that constitutes the cause of the damage.

Absolute deductible

The sum (or percentage) which remains payable by the Insured on the amount of compensation due by the Insurer. The excess applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of compensation due by the Insurer.

Accidental pollution

The emission, dispersion, release or deposit of any solid, liquid or gaseous substance, diffused by the atmosphere, the ground or water, which results from a sudden and unforeseen event and which does not occur slowly, gradually or progressively.

Claims

Any claim for amicable or contentious compensation, made by the victim of a loss or damage or his/her beneficiaries and addressed to the Insured or the Insurer.

Civil liability

A legal obligation incumbent on all persons to repair the damage they have caused to others.

Claims

Any damage or set of damages caused to third parties, involving the liability of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is that which constitutes the cause of the damage.

A series of harmful events with the same technical cause is treated as a single harmful event.

Third party

Any person other than the Insured.

Land motor vehicle

A self-propelled vehicle (propelled by its own motive power) that moves on the ground (i.e. other than by air or sea), without being connected to a railway, and is used to transport people (even if only the driver is involved) or goods.

OBJECT OF THE GUARANTEE

The Insurer covers the Insured against the pecuniary consequences of any civil liability he may incur as a result of bodily injury, property damage or consequential loss caused to third parties in the course of his private life. Private life means any activity of a non-professional nature.

DEFENCE

The Insurer assumes the defence of the Insured under the conditions referred to in Article 34, paragraph 1.

WHAT WE EXCLUDE

Excludes :

- ◆ **The consequences of the wilful misconduct of the Insured.**
- ◆ **Damage caused by declared or undeclared civil or foreign war, riots and civil commotion, acts of terrorism, attacks or sabotage.**
- ◆ **Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters.**
- ◆ **Damage made unavoidable by the wilful act of the Insured and which causes the insurance contract to lose its character as a random contract guaranteeing uncertain events (article 1964 of the Civil Code).**
- ◆ **Fines and any other criminal penalties imposed personally on the Insured.**
- ◆ **Damage or aggravation of damage caused :**
- ◆ **by weapons or devices designed to explode by modifying the structure of the atomic nucleus,**
- ◆ **any nuclear fuel, radioactive product or waste,**
- ◆ **Any source of ionising radiation (in particular any radioisotope).**
- ◆ **The consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the Insured, work to identify, destroy or neutralise asbestos or lead, or the use of products containing asbestos or lead.**
- ◆ **The consequences of contractual commitments accepted by the Insured and which have the effect of aggravating the liability which would have been incumbent on him/her in the absence of the said commitments.**
- ◆ **In the United States and Canada :**
- ◆ **Punitive damages or exemplary damages,**
- ◆ **Pollution damage.**
- ◆ **Damage of the kind referred to in Article L. 211-1 of the Insurance Code on compulsory motor insurance and caused by motorised land vehicles, their trailers or semi-trailers of which the Insured has ownership, custody or use (including due to the fact or fall of accessories and products used in the use of the vehicle, and objects and substances it carries).**
- ◆ **Consecutive material and immaterial damage caused by fire, explosion or water damage in buildings owned, rented or occupied by the Insured.**
- ◆ **Thefts committed in the buildings listed in the previous exclusion.**
- ◆ **Material damage (other than that referred to in the two previous exclusions) and consequential immaterial damage caused to property in the custody, use or safekeeping of the Insured responsible.**
- ◆ **The consequences of air, sea, river or lake navigation using equipment owned, kept or used by the Insured.**

- ◆ Damage caused by weapons and ammunition the possession of which is prohibited and which the Insured owns or possesses without prefectoral authorisation.
- ◆ Damage resulting from hunting that is covered by compulsory insurance.
- ◆ Damage caused by animals other than pets.
- ◆ Damage caused by first category dogs (attack dogs) and second category dogs (guard and defence dogs), as defined in article 211-1 of the French Rural Code, and by wild animals tamed or kept in captivity, as mentioned in article 212-1 of the French Rural Code, whether stray or not, of which the Insured is the owner or keeper (law no. 99-5 of 6 January 1999 on dangerous and stray animals and the protection of animals).
- ◆ The consequences:
 - the organisation of sporting competitions;
 - practising sports as a holder of a sports federation licence;
 - air or water sports.

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

WARRANTY PERIOD

Cover under this policy is triggered by the harmful event and covers the Insured against the financial consequences of claims, if the harmful event occurs between the initial effective date of cover and its cancellation or expiry date, regardless of the date of the other constituent elements of the claim (article L. 124-5 of the Insurance Code).

AMOUNT OF COVER

The amounts of cover expressed per claim constitute the limit of the Insurer's commitment for all claims relating to the same harmful event. The date of the claim is the date of the harmful event. The conditions and amounts of cover are those in force on that date. The amount of cover is fixed as indicated in the Table of Cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Please contact :

**MUTUAIDE
INSURANCE SERVICE
TSA 20296
94368 BRY SUR MARNE CEDEX**

ARTICLE 3 / DESCRIPTION OF PERSONAL INSURANCE COVER

You are ill, injured or die during an insured trip. We intervene under the following conditions:

PRE-DEPARTURE TELECONSULTATION

INDIVIDUAL PREMIUM MULTI-RISK POLICY NO. 9173

You can contact us before your trip 24 hours a day, 7 days a week, for any information you may need to organise your trip and make sure it runs smoothly.

The information concerns the following areas.

Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Time differences, Pets when travelling.

We are also available for any information you may need if you are travelling during an epidemic or pandemic. If necessary, we can put you in touch with one of our doctors.

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

Information services are provided between 8.00 am and 7.00 pm and within the time normally required to satisfy the request.

However, whatever the time of the call, we welcome and record your requests as well as your contact details so that we can call you back to provide you with the answers you need.

REPATRIATION OR MEDICAL TRANSPORT

You are ill, including in the event of an epidemic or pandemic, or injured during an insured trip. We organise and pay for your repatriation to your home or to a hospital close to your home.

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

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

When you are repatriated, and if prescribed by our medical advisor, we will organise and pay for the transport of a companion to accompany you.

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

REPATRIATION OF ACCOMPANYING PERSONS

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

If they are unable to return by the means initially planned, we will organise and pay for transport home for members of your beneficiary family or an insured person accompanying you when the event occurs, by 1^{ère} class train or economy class airliner.

VISIT FROM A RELATIVE

You are hospitalised on site on the decision of our medical team, prior to your medical repatriation, for a period of more than 5 days. We will organise and pay for return transport by 1^{ère} class train or economy class airliner for a member of your family living in the same country as you, as well as their accommodation costs (room and breakfast) to come to your bedside.

We will pay for his accommodation up to the amount indicated in the Table of Benefits.

Any catering or other expenses will in all cases be borne by the person concerned.

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

STAY EXTENSION

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

We will cover the cost of accommodation (room and breakfast) for members of your family who are beneficiaries or for an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Benefits.

Only medical requirements are taken into account when granting this guarantee.

Any catering or other expenses will in all cases be borne by the person concerned.

This benefit cannot be combined with the "Visit from a relative" benefit.

HOTEL COSTS

If you are obliged to extend your stay for proven medical reasons, without hospitalisation and with the agreement of the medical advisor, we will organise and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured accompanying person, up to the amount indicated in the Table of Benefits.

IMPOSSIBLE RETURN

Your flight has been cancelled due to travel restrictions imposed by the local government or airlines in the event of an epidemic or pandemic.

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

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

HOTEL COSTS FOLLOWING QUARANTINE

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

MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical expenses (including in the event of illness linked to an epidemic or pandemic) have been incurred with our prior agreement, we will reimburse you for the part of these expenses that has not been covered by any insurance organisations to which you are affiliated.

INDIVIDUAL PREMIUM MULTI-RISK POLICY NO. 9173

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

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

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

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

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

Type of expenses eligible for reimbursement (subject to prior agreement) :

- Medical fees,
- The cost of medicines prescribed by a doctor or surgeon,
- Ambulance costs prescribed by a doctor for transport to the nearest hospital, but only if insurance bodies refuse to pay,
- Hospitalisation costs provided that you are deemed untransportable by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to repatriate you are not covered),
- Emergency dental expenses (up to the amount indicated in the Table of Benefits, with no excess).
- PCR test costs, when you carry out a transit, if this is positive.

EXTENSION OF BENEFIT: ADVANCE PAYMENT OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

We can, within the limit of the amounts covered as stated above, advance the cost of hospitalisation that you incur outside your country of residence, subject to the following cumulative conditions:

- MUTUAIDE ASSISTANCE's doctors must decide, after gathering information from the local doctor, that it is impossible to repatriate you to your country of residence in the immediate future.
- The treatment to which the advance applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- You or any person authorised by you must formally commit to this by signing a specific document provided by MUTUAIDE ASSISTANCE when the present service is implemented:
 - To initiate the procedures for reimbursement of costs with the insurance organisations within 15 days of the date on which MUTUAIDE ASSISTANCE sends the elements required for these procedures,
 - To reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organisations within one week of receipt of these sums.

INDIVIDUAL PREMIUM MULTI-RISK POLICY NO. 9173

We will only be responsible for any costs not covered by the insurance organisations, up to the limit of the amount covered under the "medical expenses" benefit. You must provide us with the certificate of non-reimbursement issued by these insurance organisations within one week of receiving it.

In order to preserve our rights at a later date, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the necessary steps with the social security bodies and reimbursing us the sums received.

If you do not take the necessary steps to have the costs covered by the insurance organisations within the time limit, or if you do not present to MUTUAIDE ASSISTANCE within the time limit the certificate from these insurance organisations stating that the costs are not covered, you will not be able to claim the "medical expenses" benefit under any circumstances and you will have to reimburse all the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

SENDING MEDICINES ABROAD

During a covered trip outside your country of residence, you are deprived of medicines essential to your health, following loss or theft. We will pay for the search for and transport of these medicines, in the event that these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE doctors cannot be found locally (subject to you obtaining the contact details of your treating doctor).

We will ship the medicines by the fastest means available, subject to local and French legal constraints.

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

REPATRIATION OF THE BODY

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

In this context, we are responsible for :

- ✓ The cost of transporting the body,
- ✓ Expenses relating to conservation care required by the applicable legislation,
- ✓ Expenses directly incurred in transporting the body (handling, specific transport arrangements, packaging) up to the amount indicated in the Table of Benefits.

EARLY RETURN

If you have to interrupt your trip prematurely in the cases listed below, we will pay your additional transport costs and those of the beneficiary members of your family or a person insured under this contract accompanying you, if the tickets planned for your return and theirs cannot be used due to this event, on the basis of a 1^{ère} class train ticket or an economy class air ticket.

We intervene in the event of :

- Hospitalisation of a member of your family, a person responsible for looking after your minor and/or disabled child at home, or your professional replacement.
- Death of a member of your family, a person responsible for looking after your minor and/or disabled child at home, or your professional replacement,
- Serious accident affecting your main residence in your country of residence.

PAYMENT OF A LOCAL TELEPHONE PACKAGE

In the event of quarantine during a guaranteed trip outside your country of residence, we will cover the cost of putting a local telephone package into service, up to the limit indicated in the Table of Benefits.

LEGAL ASSISTANCE ABROAD

While travelling outside your country of residence, you may be liable to prosecution or imprisonment for failure to comply with or involuntary violation of local laws and regulations.

We will advance the deposit required by the local authorities to allow your provisional release, up to the amount shown in the Table of Benefits.

This advance must be reimbursed within one month of our request for reimbursement. If the penal deposit is reimbursed to you before this deadline by the authorities of the country, it must be returned to us immediately.

We can reimburse you, up to the amount indicated in the Table of Cover, for the fees of any legal representatives that you may be required to call upon if legal action is taken against you, provided that the acts complained of are not punishable under the law of the country.

This cover does not apply to events connected with your professional activity or the safekeeping of a motorised land vehicle.

SEARCH AND RESCUE COSTS

We will pay, up to the amount indicated in the Table of Benefits, the cost of search and rescue at sea or in the mountains following a life-threatening event. Only costs invoiced by a company duly approved for these activities may be reimbursed.

Under no circumstances can we take the place of local emergency services.

TRANSMISSION OF URGENT MESSAGES

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

Messages must not be of a serious or sensitive nature. Messages are the sole responsibility of their authors, who must be identifiable. We only act as an intermediary for their transmission.

CASH ADVANCE (abroad only)

During an insured trip outside your country of residence, your means of payment or official papers (passport, national identity card, etc.) are lost or stolen.

Just call us and we'll tell you what you need to do (lodge a complaint, renew your papers, etc.). The information provided is of a documentary nature covered by article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

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

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

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

PSYCHOLOGICAL SUPPORT

In the event of significant trauma following an insured event, we can, at your request, put you in touch by telephone with a psychologist, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.

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

PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

In the event of significant trauma following an event linked to an epidemic or pandemic, we can, at your request, put you in touch by telephone with a psychologist, up to the limit indicated in the Table of Benefits. These interviews are entirely confidential.

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

EMERGENCY SUITCASE

If you no longer have enough usable personal belongings at your disposal due to quarantine or hospitalisation as a result of an epidemic or pandemic, we will pay for your basic necessities up to the amount indicated in the Table of Benefits, on presentation of proof.

SEARCH AND RESCUE COSTS AT SEA OR IN THE MOUNTAINS (OPTIONAL)

We will pay, up to the amount indicated in the Table of Benefits, the cost of search and rescue at sea or in the mountains following a life-threatening event. Only costs invoiced by a company duly approved for these activities may be reimbursed.

Under no circumstances can we take the place of local emergency services.

ARTICLE 4 / DESCRIPTION OF ASSISTANCE COVER ADDITIONAL INFORMATION FOR INDIVIDUALS

If, during your trip, you are the victim of an illness or accident resulting in emergency hospitalisation for more than 48 hours and repatriation, we will provide you with additional services and benefits, provided that you apply to us within 15 days of your return home.

These services are only available in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided you contact us no later than 7 p.m. the day before.

SICK GUARD

In the event of illness, when you return home, we will arrange and pay for a nurse to be sent to your bedside, up to the limit set out in the Table of Benefits. The nurse does not replace a health professional such as a nurse or doctor to provide care.

DELIVERY OF MEALS AND HOUSEHOLD CHORES

If you are unable to travel away from home, we will organise and pay for the cost of delivering your shopping, subject to local availability, up to the limit set out in the Table of Benefits.

We will also organise and pay for meal delivery costs, subject to local availability, up to the amount indicated in the Table of Benefits.

DELIVERY OF HOUSEHOLD COURSES following repatriation in the event of illness linked to an epidemic or pandemic

Following your repatriation by us following an illness linked to an epidemic or pandemic, if you are unable to travel outside your home, we will organise and pay, subject to local availability, the cost of delivery of your groceries up to the limit set out in the Table of Benefits.

HOUSEHOLD HELP

If you are unable to carry out the usual household tasks yourself, we will seek out, appoint and pay for a household helper, up to the limit indicated in the Table of Benefits.

HOUSEHOLD ASSISTANCE following repatriation due to illness caused by an epidemic or pandemic

Following your repatriation by us as a result of an illness linked to an epidemic or pandemic, if you are unable to carry out the usual household tasks yourself, we will seek out, appoint and pay for a household helper, up to the limit indicated in the Table of Benefits.

CHILDCARE

If you have children under 16 living at home:

- Or we organise and pay for their care at your home between 7 a.m. and 7 p.m., subject to local availability, up to the duration specified in the Table of Benefits. The person responsible for looking after your children may, if no relative is available, take them to school or the crèche and return to collect them;
- Or we can provide one of your relatives living in mainland France with a return ticket (train or plane) so that he or she can come to your home to look after them;
- Or, we will provide your children with a return ticket (train/plane) to go to the home of one of your relatives living in mainland France. They will be accompanied by a hostess appointed by us.

EDUCATIONAL SUPPORT FOR CHILDREN UNDER THE AGE OF 18

If, following an accident or illness, your child under the age of 18 is immobilised for more than 15 consecutive days, resulting in absence from school for the same length of time, we will organise and pay for private lessons with a tutor, subject to local availability, up to the limit indicated in the Table of Benefits.

Our guarantee applies from the first month of immobilisation and during the current school year for children in primary and secondary education (1st and 2nd cycle).

PET-SITTING

If, as a result of an accident or illness, you are unable to keep your pets (dogs and cats), we will organise and pay, subject to local availability, the cost of keeping your pets for the period specified in the Table of Benefits, provided that they have received the compulsory vaccinations.

MAIN RESIDENCE ASSISTANCE

If, during your trip abroad, your home is flooded, suffers a fire or is burgled and the damage is such that precautionary measures are required. We will cover your accommodation costs, up to the limit specified in the Table of Cover, if your home is uninhabitable as a result of the damage.

This service is only available in mainland France.

PSYCHOLOGICAL SUPPORT following repatriation due to illness caused by an epidemic or pandemic

In the event of significant trauma following an event such as an epidemic or pandemic, we can put you in touch with a psychologist by telephone on your return home, at your request, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.

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

ARTICLE 5 / EXCLUSIONS FROM PERSONAL ASSISTANCE AND ADDITIONAL PERSONAL ASSISTANCE

We do not intervene in this case:

- ◆ Travel undertaken for diagnostic and/or treatment purposes,
- ◆ Medical and hospitalisation expenses in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Beneficiary,
- ◆ Benign illnesses or injuries that can be treated locally and/or that do not prevent the Beneficiary from continuing his/her trip,
- ◆ Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36^{ème} week, voluntary interruption of pregnancy and the aftermath of childbirth,
- ◆ Convalescence and illnesses undergoing treatment, not yet consolidated and involving a risk of sudden aggravation,
- ◆ Previously diagnosed illnesses requiring hospitalisation in the 6 months prior to the date of departure,
- ◆ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ◆ The cost of prostheses: optical, dental, acoustic, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context which are subject to quarantine or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the cover.
- ◆ The cost of spa treatments, beauty treatments, vaccinations and related expenses,
- ◆ Stays in nursing homes and related expenses,
- ◆ Rehabilitation, physiotherapy, chiropractic treatment and related expenses,
- ◆ Planned hospitalisations.

ARTICLE 6 / 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 7 / OPERATING RULES FOR ASSISTANCE SERVICES

Assistance services can only be provided if the Beneficiary makes a telephone call at the time of the event.

As soon as the call is received, **MUTUAIDE ASSISTANCE**, after checking the claimant's rights, organises and pays for the services provided for in this agreement.

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

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

MUTUAIDE ASSISTANCE cannot under any circumstances take the place of the local emergency services and intervenes within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the cost of transport by ambulance or taxi to the nearest place where appropriate care can be given, in the case of a minor illness or minor injury requiring neither repatriation nor medical transport.

MUTUAIDE ASSISTANCE's interventions are carried out in full compliance with national and international laws and regulations. They are therefore subject to obtaining the necessary authorisations from the competent authorities.

When **MUTUAIDE ASSISTANCE** has paid for the transport of a Beneficiary, the latter must return the return ticket initially planned and not used.

MUTUAIDE ASSISTANCE decides on the type of air ticket made available to the Beneficiary according to the possibilities offered by the airlines and the length of the journey.

ARTICLE 8 / REFUND CONDITIONS

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 :

MUTUAIDE ASSISTANCE
Claims Management Department
126, rue de la Piazza - CS 20010
93196 Noisy le Grand CEDEX

ARTICLE 9 / HANDLING COMPLAINTS

1. If you have any disagreement or dissatisfaction with the implementation of your policy, please let **MUTUAIDE** know by calling **01.55.98.51.30** or by writing to medical@mutuaide.fr for the Assistance benefits listed below:

- ✓ Pre-departure teleconsultation
- ✓ Repatriation or medical transport, including in the event of an epidemic or pandemic
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under the age of 18
- ✓ Visit from a relative
- ✓ Extended stay
- ✓ Hotel costs
- ✓ Continuation of stay
- ✓ No way back
- ✓ Hotel expenses following an impossible return
- ✓ Hotel costs following quarantine
- ✓ Repatriation of bodies
- ✓ Early return
- ✓ Payment of a local telephone package
- ✓ Legal assistance abroad
- ✓ Medical expenses outside the country of residence, including in the event of an epidemic or pandemic
- ✓ Payment of search and rescue costs
- ✓ Transmission of urgent messages
- ✓ Psychological support following quarantine
- ✓ Emergency suitcase
- ✓ Delivery of household goods following repatriation due to illness caused by an epidemic or pandemic
- ✓ Household assistance following repatriation following illness linked to an epidemic or pandemic

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

**MUTUAIDE
CUSTOMER QUALITY DEPARTMENT
8/14 AVENUE DES FRERES LUMIERE
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**

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

- ✓ Cancellation
- ✓ Missed flight
- ✓ Flight delays
- ✓ Luggage
- ✓ Trip interruption costs
- ✓ No way back

If you are not satisfied with the response you receive, you can send a letter 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 refer the matter to the Médiation de l'Assurance by post to:

**Insurance Mediation
TSA 50110
75441 Paris Cedex 09**

3. In the event of any difficulty regarding the implementation of Personal Liability cover abroad, the Policyholder or the Insured may address their complaint to :

**TOKIO MARINE EUROPE SA (TOKIO MARINE HCC)
6-8 boulevard HAUSSMANN - CS 40064 - 75 441 PARIS CEDEX 09
Tel : 01 53 29 30 00 - Fax : 01 42 97 43 87
Or reclamations@tmhcc.com**

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

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

**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 10 / 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 the indemnities (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 time periods stipulated by 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 any 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 entitled 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 11 / 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 12 / 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.

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- 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 13 / 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 14 / 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 15 / 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.**