

Campez Couvert

by **gritchen**
SMART INSURANCE SOLUTIONS

CAMPEZ COUVERT COVID EXTENSION

GENERAL INSURANCE TERMS AND CONDITIONS

Insurance policy no. 7815
Ref: 21-CPC covid- 7815

The purpose of this agreement is to define the conditions of application of the covers by MUTUAIDE ASSISTANCE to beneficiary members of the collective policy.

When insurance covers are at stake, the insured must:

- Give Gritchen Affinity written notice of any loss likely to result in a claim **within ten working days** (this is reduced to two working days in case of theft).

These time periods start to run when the insured becomes aware of a loss that could bring the cover into play. After this period, the insured forfeits any right to indemnity if the delay has caused a loss to the Company.

- Advise Gritchen Affinity of your own accord of any covers taken out with other insurers for the same risk

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Go to:

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



For traditional handling of your cancellation, interruption, late arrival, replacement vehicle or forgotten items claims

By e-mail: sinistres@campez-couvert.com

or

By post:

Gritchen Affinity
Sinistre – Campez couvert
27 Rue Charles Durand – CS70139
F-18021 Bourges Cedex

SCHEDULE OF COVER

COVERS	AMOUNTS
<p>CANCELLATION CHARGES Including:</p> <ul style="list-style-type: none"> ✓ Cancellation for illness declared in the month prior to departure in the event of an epidemic or pandemic ✓ Cancellation if you are declared a contact case in the fourteen days prior to departure ✓ Cancellation when vaccination is impossible ✓ Cancellation for denied boarding following a temperature check or positive PCR and/or antigen-detection test on your arrival at the departure airport 	<p>According to the conditions of the cancellation charges scale Maximum €5,000 per person and €30,000 per event</p> <p>No excess for medical reason Excess: Unless otherwise stated, €45 per rental</p>
<p>MODIFICATION CHARGE</p>	<p>Maximum €2,000 per person and €10,000 per event</p>
<p>LATE ARRIVAL</p>	<p>Reimbursement of unused land services on a pro rata temporis basis of the rental with a maximum €4,000 per rental or camping space and one full tank per event of €25,000 Excess 1 day</p>
<p>INTERRUPTED STAY CHARGES</p>	<p>Reimbursement of unused land services on a pro rata temporis basis including any cost of cleaning the rental in the event of early return Maximum €4,000 per person and €25,000 per event Excess 1 day</p>
<p>REPLACEMENT VEHICLE Following a breakdown, physical accident or theft during the stay.</p>	<p>Cover for a replacement vehicle in the equivalent category to the immobilised vehicle for three consecutive days at most</p>
<p>FORGOTTEN PERSONAL ITEM LEFT BEHIND IN THE RENTAL ACCOMMODATION Reimbursement of the cost of sending a personal item forgotten in the rental accommodation</p>	<p>€150/claim Max. 1 item/rental</p>
<p>ASSISTANCE</p> <ul style="list-style-type: none"> › Remote advice before and during the stay (A) › Medical repatriation (including in the event of an epidemic or pandemic) (B) › Repatriation following flight cancellation due to epidemic or pandemic (C) 	<p>(A) 3 calls</p> <p>(B) Actual expenses</p> <p>(C) €1,000 max. per person and max. €50,000 per group</p>

› Hotel expenses following 14-day quarantine (D)	(D) Hotel expenses €80 per night/max. 14 nights
› Hotel expenses following flight cancellation due to epidemic or pandemic (E)	(E) Hotel expenses €80 per night/max. 14 nights
› Medical expenses outside country of residence due to COVID illness including in case of epidemic or pandemic (F)	(F) €30,000 per person
› Excess (F1)	(F1) €160 per person
› Payment of local telephone plan (G)	(G) Up to €80
› Psychological support (H)	(H) 6 sessions per event
› Emergency suitcase (I)	(I) max. €100 per person and max. €350 per family
✓ Domestic help (a)	(a) 15 hours spread over 4 weeks
✓ Delivery of household shopping (b)	(b) 15 days maximum and 1 delivery per week
✓ Psychological support following return home (c)	(c) 6 sessions per event

TAKES EFFECT	COVER EXPIRES
<u>Cancellation:</u> the day of taking out this policy	<u>Cancellation:</u> the start day of the stay
<u>Forgotten items:</u> the day of departure from the place where you stayed	<u>Forgotten items:</u> 10 days after in the insured has returned home
<u>Other covers:</u> the day of arrival at the place where you are staying	<u>Other covers:</u> the day of departure from the place where you stayed

Deadline for taking out policy

For the Cancellation cover to be valid, this policy should be taken out when booking the trip or before the cancellation charges scale commences.

CANCELLATION FEES

1. WHAT WE COVER

We reimburse down payments or all sums retained by the trip organiser (minus an excess stated in the Schedule of Cover) and invoiced according to its general terms and conditions of sale (excluding administrative costs, visa expenses, the insurance premium and all taxes), when you are obliged to

cancel your trip before you leave (on the outward journey) in the circumstances provided for below.

2. WHEN DO WE INTERVENE?

Cover provides for an insured reserving party to be reimbursed any sums actually paid that are not reimbursable by the service provider under its general terms and conditions of sale up to the limit of the sums provided for in the "Schedule of Cover", where the insured reserving party is forced to cancel his stay solely for one of the reasons listed

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below, making it impossible for him to benefit from the booked stay:

• **Serious illness (including serious illness following an epidemic or pandemic declared within thirty days prior to departure), serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness of accident, noted before booking your trip, of:**

- yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your guardian or any person usually living under your roof,
- your brothers and sisters, including the children or the spouse or live-in partner of one of you direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
- your professional replacement named when booking,
- The person named when taking out this policy responsible, during your trip, of looking after or taking on holiday your underage children, or the disabled person living under your roof, subject to hospitalisation of more than 48 hours or death.

• **Death of your uncle, aunt, nephews and nieces.**

• **If you are declared a “contact case following a Covid-19-type epidemic or pandemic” in the 14 days prior to departure.**

- You should provide a supporting document issued by an official body stating that you are a “contact case”. No indemnity will be possible when this document is not provided.

• **If you are denied boarding following a temperature check, or a positive PCR and/or antigen detection test on your arrival at the departure airport.** (A supporting document issued by the transport company that refused boarding, or by the health authorities, should be sent to us; No indemnity will be possible when this document is not provided).

• **Pregnancy complications up to the 28th week:**

- ✓ And that cause total stoppage of any professional or other activity or,

- ✓ If the very nature of the trip is incompatible with the state of pregnancy, provided that you are unaware of your state at the time of registering.

• **Impossibility of vaccination against a Covid-19-type epidemic or pandemic**

- ✓ if, when you took out this policy, your destination country did not make vaccination mandatory and, when it was mandatory, you no longer had time to be vaccinated enabling you to travel.
- ✓ a contra-indication to vaccination, consequences of vaccination or a medical inability to take the preventive treatment required for your chosen travel destination.
- ✓ Postponement of the appointment date for vaccination against epidemics or pandemics made mandatory by the health authorities provided that:
 - The vaccination appointments were scheduled beforehand by the insured prior to the start of the insured trip
 - The postponed of the date made mandatory by the health authorities is rescheduled during the insured’s trip

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

• **Contra-indication to vaccination, vaccination after-effects** or a medical inability to take the preventive treatment required for the destination chosen for your trip.

• **Redundancy** involving you or your de facto or common-law spouse, provided that the procedure was not initiated on the date this Policy was taken out or that you were unaware of event when the policy was taken out

• **Summons before a court, only in the following cases:**

- Juror or witness of Assizes,
- Nominate as an expert:

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

- **Summons with a view to adopting a child** for the duration of your insured stay and provided that the summons was not known when the Policy was taken out.
- **Summons to re-sit a higher-education exam** following failure that was unknown when the reservation was made or the policy was taken out, provided the exam in question is scheduled during the insured trip.
- **Summons for an organ transplant** of yourself or your legal or de facto spouse or one of your first-level ascendants or descendants.
- **Theft or serious damage to your essential caravan or camper van** for the stay booked which is unknown when taking out the insurance policy and makes your initially planned stay impossible.
- **Serious damage from fire, explosion or water or caused by the forces of nature** at your business or private premises, where your presence is required without fail to take the necessary precautionary measures.
- **Theft at your professional or private premises** requiring your presence without fail on the day of departure, provided that it occurs the 48 hours preceding the start of the stay.
- **Serious damage to your vehicle** during the 48 working hours **before the first day of the stay** and insofar as it cannot be used to get you to your stay location.
- **Impediment to you reaching the place you are staying** by road, rail, air or sea on the day the stay starts due to:
 - roadblocks ordered by the State or a local authority,
 - flooding or natural event obstructing traffic and certified by the competent authority,
 - Traffic accident during the journey needed to get to your planned stay location, where the damage immobilises the vehicle, as stated in the report by the adjuster.
- **Getting a job as an employee for more than six months** that starts before or during the planned dates of your stay (you must have been registered as a job seeker with the employment agency on the day of booking your stay (proof of affiliation will be requested) and provided this is not a contract extension or renewal nor an assignment given you by a temporary employment agency.
- **Your divorce or break-up of a PACS (civil solidarity pact)** provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.
25% excess of the amount of the loss.
- **Theft of your identity card, driving licence or passport** within five working days prior to your departure that prevents you from satisfying the mandatory control by the competent authorities for you to reach your stay location.
25% excess of the amount of the loss.
- **Cancellation or modification to the paid holiday dates of yourself or your de facto or legal spouse imposed by your employer** for legitimate reason or exceptional circumstances who had officially agreed to them in writing before you booked your stay. The document issued by the employer is required. **This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. This cover also does not apply in case of change of employment.**
25% excess of the amount of the loss.
- **Change of job requiring you to move house**, imposed by your superiors and which you have not requested and provided the change was unknown when the policy was taken out. This cover is granted to salaried employees, excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry.
25% excess of the amount of the loss.
- **Visa refusal by the authorities of the destination country** subject to no application having been refused previously by those authorities for the same country. Documentary proof issued by the embassy will be required.
- **Illness requiring psychological or psychotherapeutic treatment including nervous breakdowns** of yourself, your de facto or legal spouse or your direct descendants and requiring a **minimum hospitalisation of three days** when the trip is cancelled.

- **Cancellation by one of the people travelling with you** (maximum nine people) who booked at the same time as you and are insured under the same policy, where the cancellation is due to one of causes listed above. If the person wishes to travel alone, additional expenses are taken into account. Our reimbursement may not exceed the amount due in the event of cancellation on the date of the event.

3. EXTENSION MODIFICATION CHARGES

In the event of modification of the dates of your stay due to a reason listed above, we will reimburse you the costs arising from the postponement of the dates of your covered stay provided for contractually in the terms and conditions of sale. Under no circumstances may this indemnity be greater than the amount of the cancellation charges payable on the date on which the event behind the modification occurred.

Cancellation and modification cover cannot be combined

4. WHAT WE EXCLUDE

The Cancellation cover does not cover the impossibility of leaving linked to border closures, the physical organisation, accommodation conditions or safety of the destination.

Apart from the exclusions appearing in the section "WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS?", the following are also excluded:

- **Any event, illness or accident that has already been noted, relapse, aggravation or hospitalisation between the date of purchase of the stay and the date the insurance policy was taken out,**
- **Any circumstance detrimental to mere enjoyment,**
- **Pregnancy and in all circumstances, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, together with the complications due to the state of pregnancy beyond the 28th week,**
- **Forgotten vaccination,**
- **Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,**
- **Too little or too much snow,**
- **Any medical event of a mental, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than three consecutive days after taking out this policy,**

- **Pollution, local health situation and natural disasters covered by the procedure referred to in Law 82-600 of 13 July 1982 as well as their consequences, meteorological or climatic events,**
- **The consequences of criminal proceedings against you,**
- **Any other event occurring between the date when the insurance policy was taken out and the date of departure for your trip**
- **Any event occurring between the date of registering for the trip and the date when the insurance policy was taken out.**
- **The absence of hazard,**
- **An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,**
- **The simple fact that the geographical destination of the trip is not recommended by the Ministry of Foreign Affairs of the insured's country ,**
- **An act of negligence by you,**
- **Any event for which the trip organiser may be responsible or liable in accordance with the Tourism Code in force,**
- **Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, driving licence, identity card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure**

5. HOW MUCH COMPENSATION DO WE PAY ?

We cover the amount of the cancellation charges **incurred on the day of the event** that may give rise to the cover, in accordance with the General Terms and Conditions of Sale of the trip organiser, with a maximum and an excess as indicated in the Schedule of Cover.

The insurance premium is never refundable..

6. HOW LONG DO YOU HAVE TO DECLARE THE LOSS?

1/ *Medical reasons:* you should declare your loss as soon as it is proven and have a competent medical authority certify that your state of health is serious enough to contra-indicate your trip.

If your cancellation is subsequent to such a contra-indication to travel, our reimbursement will be

limited to the cancellation charges applicable at the date of the contra-indication (calculated on the basis of the trip organiser's scale of charges).

For any other reason for cancellation: you should declare your loss as soon as you become aware of the event that may give rise to the cover. If your trip cancellation falls after that date, our reimbursement will be limited to the cancellation charges applicable at the date of the event (calculated on the basis of the trip organiser's scale of charges).

2/ Also, if the loss has not been declared to us directly by the travel agent or the organiser, you should advise us within five working days following the event leading giving rise to the cover.

7. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

You must be accompanied by:

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

You should let us have the medical details and documents needed to process for your claim file, using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the declaration of loss and the medical questionnaire to be filled in by your doctor.

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

You should also send us, using the envelope pre-printed with the name of the medical examiner, any information or documents requested to prove the reason for your cancellation, in particular:

- All photocopies of prescriptions for medicines, tests or examinations together with any documents proving that such prescriptions have been filled or performed, in particular the social security forms showing the medical stickers for the drugs prescribed,
- Statements from Social Security or similar bodies concerning reimbursement of treatment costs and payment of daily indemnities,
- The original of the paid invoice for the amount you were bound to pay to the organiser or that the organiser retains,

- The number of your insurance policy,
- the registration form issued by the travel agent or organiser,
- in the event of an accident, you must specify its causes and circumstances and provide us with the names and addresses of those responsible, and, where applicable, of witnesses.
- If you are denied boarding: a supporting document issued by the carrier that denied you boarding, or by the health authorities; No indemnity will be possible when this document is not provided).
- And any other necessary document.

Furthermore, it is expressly agreed that you accept in advance the principle of examination by our medical examiner. Therefore, if you oppose such examination without legitimate reason, you will lose your rights to the cover.

You should send your declaration of loss to us at:

**Gritchen Affinity
27 Rue Charles Durand – CS70139
18021 Bourges Cedex
France**

LATE ARRIVAL

1. WHAT WE COVER

We cover you for reimbursement on a *pro rata temporis* basis of the unused period following late entry availability **by more than 24 hours** of the rented accommodation or hotel room as a consequence of one of the events listed in the cancellation cover.

This cover cannot be combined with cancellation cover.

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

You have to:

- Send the Insurer all the documents necessary to constitute the file and thus prove the validity and the amount of the claim.

In all circumstances, you will be asked systematically to provide the original of the organiser's detailed invoices showing the land and transport services.

If the medical details needed to process the file are not disclosed to our medical examiner, it may not be settled.

You should send your declaration of loss to us at:
Gritchen Affinity

27 Rue Charles Durand – CS70139
F-18021 Bourges Cedex
France

INTERRUPTED STAY CHARGES

1. WHAT WE COVER

If you have to interrupt the stay covered by this policy, we undertake to reimburse the unused "open-air accommodations" (excluding file costs, insurance premium and all taxes) together with any costs for cleaning the rental, which you cannot ask the service provider to reimburse, replace or offset should you be forced to leave and return the rented pitch to the hotelier due to:

- **Serious illness or accident or death** of yourself, your legal or de facto spouse, your ascendants or descendants to the 2nd degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, the person accompanying you during your stay and identified by name and insured under this policy.
- **Serious illness or accident or death** of your professional replacement and name when the policy was taken out, the person responsible during your stay for looking after your underage children or any disabled person of whom you are the legal guardian and who lives under the same roof as you, whether you are the legal guardian.
- **Serious damage from fire, explosion or water** or caused by the forces of nature at your business or private premises, where your presence is required without fail to take the necessary precautionary measures.
- **Theft in your business or private premises** provided that it is significant enough to require your presence.

2. WHAT WE EXCLUDE

In addition to the exclusions appearing in the section "Which general exclusions apply to all of our covers?", we do not cover interruptions following :

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

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

You have to:

- Send the Insurer all the documents necessary to constitute the file and thus prove the validity and the amount of the claim.

In all circumstances, you will be asked systematically to provide the original of the travel operator's detailed invoices showing the land and transport services.

If the medical details needed to process the file are not disclosed to our medical examiner, it may not be settled.

You should send your declaration of loss to us at:

Gritchen Affinity
27 Rue Charles Durand – CS70139
F-18021 Bourges Cedex
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REPLACEMENT VEHICLE

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

If the vehicle is immobilised for more than 24 hours or more than 8 hours is required to repair it or the stolen vehicle has not been found within 48 hours, we will provide and pay for a replacement vehicle of a similar type to the immobilised vehicle for a maximum three consecutive days and solely while the vehicle is immobilised.

Conditions for provision of a replacement vehicle:

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

WHAT WE EXCLUDE

Apart from the exclusions appearing in the section "Which general exclusions apply to all our covers?", we cannot intervene or compensate if the immobilisation is due to:

- running out of fuel or using the wrong fuel;
- puncture;
- losing, mislaying, theft or breakage of keys other than breakage of the key in the vehicle's steering anti-theft system;
- repeated breakdowns of the same type caused by failure to repair the vehicle after our agents

have initially intervened during the month preceding the event;

- air conditioning problems and breakdowns;
- unless stated otherwise in the policy, damage to bodywork that does not result in immobilisation of the vehicle;
- consequences immobilising the vehicle for servicing;
- Failures of alarm systems not fitted as standard.

Our cover excludes reimbursements of:

- fuel costs;
- personal items and effects left in and/or on the vehicle;
- customs and surveillance costs other than those previously agreed on by the assistance service;
- goods and animals being carried
- vehicle repair and towing costs, spare parts;
- all costs other than coverage of a replacement vehicle within the limits provided for in the Schedule of Cover.

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

- motorcycles under 125 cc;
- mopeds, scooters;
- luggage trailers of a gross vehicle weight of more than 750 kg;
- non-standard trailers and all trailers other than those intended for carrying luggage, as well as boat trailers and vehicle-carrying trailers;
- registered motorised quadricycles driven without a licence;
- vehicles intended to carry people for money such as driving-school cars, ambulances, taxis, hearses and hired vehicles;
- vehicles designed to carry goods and animals.

Forgotten personal item left behind in the rental accommodation

1. WHAT WE COVER

We reimburse you for the cost of shipping the forgotten item from the rental location to your home within the ceiling shown in the Schedule of Cover, upon presentation of an original postage receipt.

The cover applies to a single forgotten item per rental, with the stipulation that the said forgotten item should comply with the following weight and dimensions:

- **Maximum weight:** Less than 10 kilograms

Maximum dimensions: the sum of the length, width and height of the parcel must not exceed 150 centimetres.

Under no circumstances can the Insurer be held liable for:

- delays attributable to the transport providers selected to deliver the forgotten item.
- the breakage, loss, damage or theft of the forgotten item during transportation;
- consequences resulting from the nature of the forgotten item;
- a refusal by national or international customs to authorise the shipment of the forgotten item.

2. WHAT WE EXCLUDE

Apart from the general exclusions shown in the paragraph "WHICH GENERAL EXCLUSIONS APPLY TO THE POLICY?" the following are also excluded :

- Any item governed by national, European and international regulations concerning hazardous products, including in particular those defined in the rules of the International Civil Aviation Organisation (ICAO);
- All items containing explosives, munitions, gas, solid and liquid flammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive substances, batteries and lithium batteries;
- All items which, due to their nature, their packing or their packaging may be a hazard to staff, third parties, the environment or the safety of transport vehicles, or which may damage other items being transported, machinery, vehicles or goods belonging to third parties;
- Counterfeit items and/or those contravening laws and regulations in force;
- Narcotics or any other illegal substance;
- Firearms;
- Items requiring transportation under controlled temperature conditions;
- Publications or audiovisual media banned by any applicable law or regulation;
- Animals, whether alive or dead;
- Any content, which, if shipped by post, is likely to offend human dignity, integrity or respect for the human body, in particular ashes and funeral relics;
- Banknotes, negotiable instruments, payment cards or metal coins with legal tender and redeemability status intended for circulation in France and precious metals;
- Precious stones, fine pearls, identity papers or any other item of value ;

- Items whose transportation constitutes a commercial operation and those intended for sale;
- Motorised equipment, automotive accessories, gardening equipment, items containing liquids, furniture;
- Household or IT equipment and accessories, hi-fi equipment, musical instruments.

3. HOW MUCH COMPENSATION DO WE PAY?

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

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

Once you have contacted your host and the forgotten item has been found and sent, you should send us your declaration within 10 working days after dispatch, except in unforeseen or force majeure cases: It must be accompanied by:

- your policy number
- copy of the rental agreement,
- original invoice for the despatch costs issued by the transport provider chosen to deliver the forgotten item.

ASSISTANCE

REMOTE ADVICE BEFORE AND DURING YOUR STAY

For any request for information and useful information for the organisation and smooth running of your trip, you can contact us before and during your stay 24 hours/day, 7 days/week. The information relates to the following areas.

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

Our doctors are also available for any information you may need in the event of a trip taking place during an epidemic or pandemic. The information is communicated by telephone and is not the subject of a written confirmation or sending of documents.

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

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

REPATRIATION OR MEDICAL TRANSPORT:

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

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

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

During your repatriation, and as recommended by our medical consultant, we organise and pay for the transport of a person to be by your side.

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

RETURN IMPOSSIBLE:

Your return home is impossible following measures to restrict the movement of populations in the event of an epidemic or pandemic taken by the local government or approved transport companies.

If you are forced to extend your stay, we organise and pay the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Schedule of Cover.

HOTEL EXPENSES AFTER BEING PLACED IN QUARANTINE

If you are forced to extend your stay after being placed in quarantine, we organise and pay the costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Schedule of Cover.

MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

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

We only intervene once the reimbursements have been made by the aforementioned insurance organisations, minus an excess to the amount is indicated in the Schedule of Cover, and subject to communication of original proof of reimbursement from your insurance organisation.

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

In this case, we reimburse the amount of the costs incurred up to the maximum amount indicated in the Schedule of Cover.

Should the insurance organisation to which you contribute not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Schedule of Cover, subject to you providing the original invoices for medical costs and the certificate of non-reimbursement from the insurance organisation.

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

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

- Medical fees,
- Cost of medication prescribed by a doctor or surgeon,
- Ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of coverage by the insurance organisations,
- hospitalisation costs provided that you are deemed not fit for transport by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalisation costs incurred from the day on which we are able to repatriate you are not paid),
- emergency dental expenses (capped at the amount indicated in the Schedule of Cover, without application of excess).
- costs of PCR test when you are in transit, if this test is positive.

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

We may, within the limit of the payment amounts provided for above, advance the hospitalisation costs that you have to incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorised by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
 - initiate the procedures to pay the costs to the insurance organisations within 15 days from the date of despatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
 - reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organisations within the week following receipt of these sums.

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

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

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

PAYMENT OF LOCAL TELEPHONE PLAN

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

PSYCHOLOGICAL SUPPORT ON SITE

In the event of significant trauma following your quarantine related to a context of epidemic or pandemic, we can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Schedule of Cover. These sessions are strictly confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. Under no circumstances can this service be a substitute for psychotherapy, due to the physical absence of the caller.

EMERGENCY SUITCASE

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

DOMESTIC HELP

Following your repatriation by us following an illness linked to an epidemic or a pandemic, if you cannot perform your usual household chores, we look for, arrange and pay for domestic help assistance, within the limit indicated in the Schedule of Cover.

DELIVERY OF HOUSEHOLD SHOPPING

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

PSYCHOLOGICAL SUPPORT UPON YOUR RETURN HOME

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

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. Under no circumstances can this service be a substitute for psychotherapy, due to the physical absence of the caller.

SPECIFIC EXCLUSIONS

Apart from the exclusions common to all covers, the following are also excluded.

We do not intervene for:

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

NEED ASSISTANCE?

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

By 'phone from France:

+33 1 45 16 85 42

(Call not surcharged, cost according to operator, call may be recorded)

By e-mail:

assistance@mutuaide.fr

To allow us to intervene under the best conditions, remember to prepare the following information that will be requested when you call:

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

When you call initially, you will be given an assistance file number. State it systematically during any subsequent contacts with our Assistance Service.

→ General Provisions

Like any insurance policy, this one comprises mutual rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set forth in the following pages.

This is a collective damage insurance policy taken out by Gritchen Affinity with MUTUAIDE ASSISTANCE with optional membership.

Appendix to Article A. 112-1

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

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

- **you took out the policy for non-professional purposes;**
- **the policy came with the purchase of goods or a service sold by a supplier;**

- **you can show that you are already covered for one of the risks covered by this new policy;**
- **the policy you wish to cancel has not been fully established;**
- **you have not declared any loss covered by this policy.**

If this situation, you can exercise your right to cancel this policy by letter or in any lasting medium sent to the insurer of the new policy, together with documentary proof that you already have cover for one of the risks covered by this new policy. The insurer must reimburse you the premium paid within thirty days of your cancellation.

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

Additional information:

The cancellation letter (suggested template below) to exercise this right must be sent by letter or any other lasting medium to Gritchen Affinity - 27 rue Charles Durand - CS70139 - F-18021 Bourges:

Gritchen Affinity
27, rue Charles Durand
CS70139 - 18021 Bourges Cedex
www.gritchen.fr

I, the undersigned, Mr/Mrs/Ms.....residing athereby cancel my policy no.....taken out with MUTUAIDE ASSISTANCE in accordance with Article L 112-10 of the French Insurance Code. I hereby certify that on the date of sending this letter, I am unaware of any loss bring a cover under the policy into play.»

Consequences of cancellation:

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

In the event of cancellation, you are only liable to pay the part of the premium or contribution for the period during which the risk was covered, with this period being calculated up to the cancellation date. The full premium or contribution will, however, be payable to the insurance company if you exercise your cancellation right when a loss of which you were unaware occurs, thereby bringing the policy cover into play during the cancellation period.

Provisions common to all covers

DEFINITIONS AND SCOPE OF APPLICATION

Quarantine

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

We, the Insurer

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

Serious bodily injury

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

Attack

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

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

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

Insured

Natural person or groups duly insured under this policy and hereinafter referred to as “you”.

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

Injury

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

Natural disaster

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

COM

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

Definition of personal assistance

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

Covered travel

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

Domicile

For Assistance and Insurance covers, domicile is considered as the main and usual place of residence in France, in the French overseas departments and territories or *sui generis* communities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and *sui generis* communities

Guadeloupe; Martinique, French Guyana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis

Gritchen Affinity
27, rue Charles Durand
CS70139 - 18021 Bourges Cedex
www.gritchen.fr

and Futuna, Mayotte, Saint-Martin, Saint
Barthelemy, New Caledonia.

- ✓ Interruption of stay
- ✓ Forgotten item
- ✓ Replacement vehicle

DROM

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

Duration of covers

- The "Cancellation" cover takes effect on the day on which the insurance policy is taken out and expires on the day of your departure on the trip.
- The duration of validity of all other covers corresponds to the dates of stay indicated on the invoice issued by the trip organiser with a maximum duration of 90 consecutive days.

Basic necessities

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

Epidemic

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

European Economic Area (EEA)

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

Foreign

Any country outside your home country.

Europe

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

Events covered for assistance

Illness, injury or death during covered travel.

Events covered for insurance

- ✓ Cancellation
- ✓ Late arrival

Execution of services

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

Excess

Portion of the loss left to be paid by the Insured provided for in the policy in the event of indemnity following a loss. The excess can be expressed as an amount, percentage, in days, hours, or kilometres.

Long-haul:

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

Illness

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

Serious illness

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

Maximum per event

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

Family members

Your de facto or legal spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your father- and mother-in law, brothers, sisters, including the children of the spouse or live-in partner of one of your direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the policy.

Medium-haul:

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

We organise

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

We pay for

We pay for the service.

Invalidity

Any fraud, falsification, false declaration or false testimony that could give rise to the covers provided for in the agreement, make our commitments null and void and forfeit the rights specified in said agreement.

Precious items

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

Pandemic

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

Quarantine

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

Loss

Random event of a nature to trigger the cover of this policy.

Territoriality

Worldwide.

WHAT IS THE GEOGRAPHICAL SCOPE OF THE POLICY?

The covers and/or services taken out under this policy apply worldwide.

WHAT IS THE TERM OF THE POLICY?

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

Under no circumstances can the cover last more than three months from the day of departure.

The "CANCELLATION" cover takes effect when this policy is taken out and it expires on the day of departure on the trip (outward journey).

The other covers take effect on the scheduled day of departure and expire on the scheduled day of return.

WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS?

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

- ◆ Services which have not been requested during the trip or which have not been organised by us, or in agreement with us, do not give the right, subsequently, to a refund or indemnity,
- ◆ Dining and hotel expenses, except those specified in the description of covers,
- ◆ Damage intentionally caused by the Insured and damage resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or a rally giving the right to national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for these competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion machine,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,
- ◆ Expenses incurred after the return trip or expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motorised vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraints by the public authorities,

- ◆ **Use by the Insured of air navigation instruments,**
- ◆ **The use of war devices, explosives and firearms,**
- ◆ **Damage resulting from wilful or intentional misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,**
- ◆ **Suicide and attempted suicide,**
- ◆ **Epidemics, pandemics, pollution, natural disasters, unless otherwise stipulated,**
- ◆ **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- ◆ **Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.**

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

OPERATING RULES FOR ASSISTANCE SERVICES

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

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

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

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

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

The interventions that MUTUAIDE ASSISTANCE is required to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, reliant on obtaining the necessary authorisations from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured, this person must return the ticket initially planned and unused.

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

CONDITIONS OF REIMBURSEMENT

We can only refund the Insured up on presentation of original paid invoices corresponding to costs incurred with our approval.

Refund requests must be sent to:

MUTUAIDE ASSISTANCE
Loss Management Department
126, rue de la Piazza
F-93196 NOISY LE GRAND CEDEX

HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your policy, please let MUTUAIDE know by calling +33 (0)1 45 16 85 42 or by writing to voyage@mutuaide.fr for the Assistance covers listed below:

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

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

MUTUAIDE
CUSTOMER QUALITY DEPARTMENT
126, rue de la Piazza
F-93196 NOISY LE GRAND CEDEX

MUTUAIDE undertakes to acknowledge receipt of your letter within ten working days. It will be processed within two months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by writing to:

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

2. In the event of disagreement or dissatisfaction with the implementation of your policy, please contact GRITCHEN AFFINITY by writing to Claims Department, 27 rue Charles Durand, F-18000 BOURGES or by e-mailing : reclamations@gritchen.fr for the Insurance covers listed below:

- ✓ Cancellation
- ✓ Interruption
- ✓ Late arrival
- ✓ Replacement vehicle
- ✓ Forgotten item

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

**MUTUAIDE
Insurance Department
TSA 20296
94368 Bry sur Marne Cedex**

MUTUAIDE undertakes to acknowledge receipt of your letter within ten working days. It will be processed within two months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by writing to:

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

The Insurance Mediation service is not competent to render decisions on policies taken out to cover professional risks.

COLLECTION OF DATA

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

- the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the policy taken out (Article L 113-8 of the French Insurance Code) or the reduction of indemnities (Article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for acceptance and execution of his policy and covers, the management of commercial and contractual

relationships and the performance of legal, regulatory or administrative provisions in effect.

- The data collected and processed are kept for the period necessary for execution of the policy or the legal obligation. This data are then archived in accordance with the durations specified by the provisions relative to time limits.

- The recipients of his personal data are, within the limits of their powers, the services of the Insurer in charge of signature, management and execution of the Insurance Policy and covers, its delegates, agents, partners, sub-contractors and reinsurers, within the framework of their duties.

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

Information concerning him may also be transmitted to the Underwriter, as well as to all persons accredited as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorised to receive it as well as departments in charge of control such as statutory auditors, auditors and departments in charge of internal control).

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

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

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

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

In this context, personal data concerning him (or concerning persons or parties who are interested in the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. These data may also be intended for the authorised

personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officials, ministerial officers; third-party organisations authorised by a legal provision and, if applicable, victims of acts of fraud or their representatives).

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

Data of people registered on a list of suspected fraudsters are deleted after five years from being registered on this list.

- In its capacity as insurer, it is entitled to process data relative to violations, condemnations and measures of security, either when taking out the insurance policy, or during the period of execution, or within the framework of handling litigation.
- Personal data may be used by the Insurer for his processing operations with the purpose of research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- His personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the policy or when he consented to the use of these data.

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

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

- by e-mail: at DRPO@MUTUAIDE.fr
- or
- by post: by writing to the following address:
Data Protection Representative -
MUTUAIDE ASSISTANCE - 126 rue de la
Piazza - F-93196 Noisy le Grand.

Having made a request to the Data Protection Representative without receiving satisfaction, he can contact the CNIL (French Data Protection Agency).

SUBROGATION

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

TIME LIMIT

In application of Article L 114-1 of the French Insurance Code, any action resulting from this policy is time-barred two years after the event giving rise to it. This period is extended to ten years for death covers, with the actions of beneficiaries being time-barred at the latest thirty years after this event. However, this period only runs:

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

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

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

- Recognition by the debtor of the right of the party against whom the time limit was reached (Article 2240 of the French Civil Code);
- legal action, even in summary proceedings, until termination of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is cancelled out by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure to expire, or if his request is definitively rejected (Article 2243 of the French Civil Code);

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

It is recalled that:

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

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

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

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

The time limit can also be interrupted by:

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

SETTLEMENT OF DISPUTES

Any difference arising between the Insurer and the Insured relative to determination and payment of benefits will be submitted by the first party to take action, failing amicable resolution, to the competent court at the domicile of the Insured, in accordance with the provisions of Article R 114-1 of the French Insurance Code.

FALSE DECLARATIONS

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

- **Any reluctance or intentionally false declaration on your part will render the policy null and void. We shall retain any premiums paid and we shall be entitled to demand payment of the premiums due, as**

provided for in Article L 113.8 of the French Insurance Code.

- **Any omission or inaccurate declaration by you for which bad faith is not established results in the termination of the policy ten days after the notification is sent to you by registered letter and/or the application of the reduction in indemnities of the French Insurance Code, as indicated in Article L 113.9.**

REGULATORY AUTHORITY

The authority responsible for overseeing MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4 place de Budapest – CS 92 459 – F-75436 Paris Cedex 9.