

This document provides an overview of the main types of cover and exclusions for the policy. It does not take into account your specific requests and requirements. You can find complete information about this product in the pre-contractual and contractual documents.

## What type of insurance is this?

This insurance product is a temporary policy that provides travel insurance cover during any private trip and depending on the option taken out, in the event of cancellation of or change to the trip, missed transport, damage to baggage, curtailment of travel, private third-party liability abroad, personal accident, flight, train or boat delay, delayed return, and injured person assistance services.



### What is insured?

- ✓ **Cancellation or Change** (“Premium Plus Comprehensive”, “Premium Comprehensive”, “Comprehensive” and “Cancellation and Baggage” options)  
Premium Plus Comprehensive option: reimbursement of cancellation fees (limit: €150,000 per Insured Person and €300,000 per Event) including in the event of illness linked to an Epidemic/a Pandemic or Quarantine of the Insured Person  
Premium Comprehensive option: reimbursement of cancellation fees (limit: €50,000 per Insured Person and €135,000 per event) including in the event of illness linked to an Epidemic/a Pandemic or Quarantine of the Insured Person  
Comprehensive option: reimbursement of cancellation fees (limit: €25,000 per Insured Person and €135,000 per event) including in the event of illness linked to an Epidemic/a Pandemic or Quarantine of the Insured Person  
Cancellation and Baggage option: reimbursement of cancellation fees (limit: €25,000 per Insured Person and €135,000 per event) including in the event of illness linked to an Epidemic/a Pandemic or Quarantine of the Insured Person
- ✓ **Missed transport** (“Premium Plus Comprehensive”, “Premium Comprehensive” and “Comprehensive” options)
- ✓ **Damage to Baggage** (“Premium Plus Comprehensive”, “Premium Comprehensive”, “Comprehensive” and “Cancellation and Baggage” options)
- ✓ **Assistance to the Insured Person** (“Premium Plus Comprehensive” “Premium Comprehensive” and “Comprehensive” options) Urgent medical and hospitalisation costs including linked to an Epidemic/a Pandemic up to €200,000 per Insured Person and Insurance Period, €300,000 per Insured Person and Insurance Period for stays in Canada and the USA
- ✓ **Curtailment of Holiday** (“Premium Plus Comprehensive”, “Premium Comprehensive” and “Comprehensive” options)  
 Payment of compensation for unused services (excluding transport) up to a limit of €8,000 per Insured Person and €50,000 per insured event.
- ✓ **Private third-party liability abroad** (“Premium Plus Comprehensive”, “Premium Comprehensive” and “Comprehensive” options)  
 Up to a limit of €4,500,000 per claim for bodily injury and intangible damages resulting from a covered loss  
 Up to a limit of €450,000 per claim for tangible and intangible damages resulting from a covered loss
- ✓ **Delayed return** (“Premium Plus Comprehensive” “Premium Comprehensive” options)
- ✓ **Personal accident** (“Premium Plus Comprehensive”, “Premium Comprehensive” and “Comprehensive” options)  
 Payment of capital in the event of death of the Insured Person up to a limit of €50,000  
 Payment of capital in the event of permanent disability of the Insured Person up to a limit of €50,000 per Insured Person
- ✓ **Flight, train or boat delay** (“Premium Plus Comprehensive”, “Premium Comprehensive” and “Comprehensive” options)
- ✓ **Delayed return** (“Premium Plus Comprehensive”, “Premium Comprehensive” and “Comprehensive” options)

The types of cover marked with a tick (✓) are automatically included in the policy depending on the option taken out



### What is not insured?

- ✗ Individuals with their place of residence outside Europe
- ✗ Trips for more than 3 consecutive months



### Are there any exclusions to the cover?

#### Main exclusions:

- ! Damage resulting from intentional misconduct on the part of the Insured Person, suicide or attempted suicide of the Insured Person
- ! Damage as a result of the Insured Person consuming alcohol and/or the Insured Person ingesting non-medically prescribed medication, drugs or narcotics
- ! Damage resulting from civil or foreign war, acts of terrorism, riots, civil unrest, coups d'état, taking of hostages or strikes
- ! The consequences of a condition under treatment but not yet completed, for which the Insured Person is convalescing, as well as pre-existing diagnosed and/or treated illnesses or injuries, which resulted in hospitalisation during the 30 days prior to the request for assistance
- ! Voluntary termination of pregnancy, in vitro fertilisation
- ! Unless otherwise stated in the cover, the consequences of an Epidemic or a Pandemic.
- ! Participation in any sport as part of an official competition, along with any related training and preparation

#### Main restrictions:

- ! For the Cancellation cover: excess of €50 per Insured Person or 10% of the amount of the cancellation fee with a minimum of €50 per Insured Person, or 25% of the amount of the cancellation fee with a minimum of €150 per Insured Person
- ! For the Damage to Baggage cover: excess of €30 per Insured Person and per Insurance Period
- ! For the Assistance to the Insured Person cover: excess of €30 for medical costs per Insured Person and per Insurance Period
- ! For the private third-party liability abroad cover: excess of €80 per claim
- ! For the Personal Accident cover: cover threshold at 10% of temporary incapacity for the payment of the lump sum for permanent incapacity



## Where am I covered?

- ✓ The cover applies worldwide, **except for North Korea and Countries Not Covered**.  
An updated list of all Countries Not Covered is available on the Allianz Travel website, at the following address:  
<http://paysexclus.votreassistance.fr>



## What are my obligations?

Your insurance policy may be invalidated or cover may be denied if you fail to comply with the following obligations:

- ✓ **When taking out the insurance policy**  
Declare the risk to be insured in good faith so that the Insurer can assess the risks that it is covering.  
Pay the premium stated when taking out the insurance policy.
- ✓ **During the term of the policy**  
Declare any new circumstances that may increase the insured risks or create new risks.
- ✓ **Should a claim need to be made**  
Submit any claim that may invoke one of the types of cover under the conditions and within the time periods established and provide any document that may be useful in assessing the claim.  
Inform the Insurer of any cover that may have been taken out for the same risks, either in full or in part, with other insurers, as well as any reimbursement received following a claim.



## When and how should payments be made?

The premium must be paid on the same day as the trip is booked or no later than 2 working days after this booking.  
The payment can be made by any payment means to the Approved Organisation or Intermediary.



## When does the cover start and end?

The policy takes effect at 00:00 on the day after payment of the premium and ends no later than 24 hours after the end of the insured Trip.



## How can I terminate the policy?

As this is a temporary insurance policy, the Insured Person cannot terminate it.

**CONTRACT No. 6269**  
**MEDICAL ASSISTANCE - LUGGAGE**

***HOW TO CONTACT 24/7 OUR ASSISTANCE SERVICE DURING YOUR TRIP***

**MUTUAIDE ASSISTANCE**

**126 rue de la Piazza – CS20010 – 93196 NOISY LE GRAND Cédex - FRANCE**

**By phone from France: 01.55.98.71.76**

**By phone from abroad: 33.1. 55.98.71.76**

**preceded with the local dialling code to reach the international network**

**By fax: 01.45.16.63.92**

**By email: [medical@mutuaide.fr](mailto:medical@mutuaide.fr)**

To enable to take optimum action, please make sure the following information is available; you will be asked for it during your call:

- The number of your contract
- Your surname and first name
- Your home address
- The country, city or location where you are when you make the call
- Give the precise address (no., street, hotel, if applicable, etc.)
- The telephone number where we can reach you
- The nature of your problem

***To declare your insurance claims:***

***Luggage***

**Visit our TOURISM ASSISTANCE PRESENCE site:**

**[www.gestion.presenceassistance.com](http://www.gestion.presenceassistance.com)**

- Complete the field "number of your travel file" with the file number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your file number and all the documents which must be supplied.

***Through this site you will be able to send us your documentation and monitor the state of progress of your application in real time.***

***You need information about your contract  
please reach PRESENCE ASSISTANCE by email at [relationclients@presenceassistance.com](mailto:relationclients@presenceassistance.com)  
We will answer from Monday to Friday From 9:30 AM to 5 PM***

<b>TABLE OF COVER SUMS</b>		
<b>1/ LUGGAGE</b>	<b>Maximum cover</b>	<b>Excess</b>
✓ Maximum compensation on presentation of purchase documentation in the event of loss, theft or damage of the insured luggage	€2,000 per person/€7,500 per event	€50 per luggage item concerned
✓ OR Flat-rate compensation if the purchase documents are not shown	€150 flat-rate per person	No excess
✓ Maximum compensation in the event of an established theft of valuable objects	€500 per person	€50 per person
✓ Maximum compensation in the event of an established theft of personal objects	€1,000 per person	€50 per person
✓ Costs of renewal of official documents in the event of theft	€200 per person	No excess
✓ Luggage delivery delay of over 24 Hours	€150 per person	No excess
<b>2/ MEDICAL ASSISTANCE</b>	<b>Maximum cover</b>	<b>Excess</b>
✓ <b>Teleconsultation</b>	1 call	No excess
✓ <b>Repatriation or health transport (including in case of epidemics and pandemics illness)</b>	Actual costs	No excess
✓ <b>Repatriation of accompanying persons</b>	Return ticket*	No excess
✓ <b>Repatriation of children of under 18.</b>	Return ticket*	No excess
✓ <b>Visit of a close friend or family member</b>	Return ticket* + Hotel costs €150 per night/Max. 10 nights	No excess
✓ <b>Prolongation of trip and hotel costs</b>	Hotel costs €150 per night/Max. 10 nights	No excess
✓ <b>Continuation of the trip</b>	Return ticket*	No excess
✓ <b>Impossible return</b>	€1,000 max. per person and €50,000 per group of persons	No excess
✓ <b>Hotel costs due to Impossible return</b>	Hotel costs €100 per night/Max. 15 nights	
✓ <b>Hotel costs due to quarantine</b>	Hotel costs €100 per night/Max. 15 nights	
✓ <b>Medical costs outside the country of residence</b>	€150,000	€250 per person
✓ <b>Dental costs</b>	€250	No excess
✓ <b>Despatch of medicines abroad</b>	Shipping costs	No excess
✓ <b>Despatch of prosthesis abroad</b>	Shipping costs	No excess
✓ <b>Repatriation of the body</b>	Actual costs	No excess
✓ <b>Funeral costs required to transport the body</b>	€2,500	No excess
✓ <b>Death-related formalities</b>	Return ticket* + Hotel costs €150 per night/max. 4 nights	No excess
✓ <b>Early return</b>	Return ticket*	No excess
✓ <b>Replacement driver</b>	Ticket* or provision of a driver	No excess
✓ <b>Legal assistance abroad: criminal deposit advance</b>	€10,000	No excess
✓ <b>Legal assistance abroad: Legal fees</b>	€5,000	No excess

### TABLE OF COVER SUMS (cont.)

10/ MEDICAL ASSISTANCE (cont.)	Maximum cover	Excess
✓ Search or emergency costs	€4,500	No excess
✓ On-slope rescue costs	€4,500 per person/max. €9,000 per event	No excess
✓ Transmission of urgent message	Actual costs	No excess
✓ Despatch of money abroad	€1,500	No excess
✓ Official documentation	Shipping costs	No excess
✓ Psychological support	2 sessions per event	No excess
✓ Local phone package	Max. €80	No excess
✓ Psychological support following a quarantine period abroad	6 sessions per event	No excess
✓ Relief package of essential items	€100 Max. per person and €350 Max. per family	No excess
✓ Domestic help	15 hours divided into 4 weeks	No excess
✓ Household shopping delivery	15 days Max. and 1 delivery per week	No excess
✓ Psychological support following a medical repatriation	6 sessions per event	No excess

\*Transport ticket by 1<sup>st</sup> class train or by air in economy class

## ARTICLE 1 – DEFINITIONS AND SUBSCRIPTION PERIOD

### **DEFINITIONS**

#### **We, the Insurer**

MUTUAIDE ASSISTANCE, 126 rue de la Piazza – CS20010 – 93196 Noisy le Grand cédex FRANCE. Joint-stock company with capital of €12,558,240; Company governed by the Insurance Code - RCS 383 974 086 Bobigny; VAT FR 31 383 974 086.

#### **Bodily accident**

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority.

#### **Serious bodily accident**

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

#### **Attack**

All acts of violence, constituting a criminal or illegal attack made against persons and/or property in the country in which you are staying, intended to cause serious public disorder through intimidation and terror, and subject to media coverage.

This "attack" must be identified by the French Foreign Ministry or the French Home Office.

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

#### **Insured**

Natural person or group duly insured under the present contract and referred to, hereinafter, by the term "you". These persons can be domiciled anywhere in the world.

#### **Luggage**

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

#### **Natural catastrophe**

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

#### **COM**

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

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

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

#### **Covered journey**

A trip for which you have been insured, and have paid the corresponding premium, with a maximum trip of 90 days.

#### **Domicile**

The Insured's main, habitual place of residence is considered to be their domicile. Cover is operative for Insureds domiciled throughout the whole world. In event of a dispute the tax domicile constitutes the domicile

### **DOM-ROM, COM and communities with unique statuses**

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

### **DROM**

The term "DROM" refers to the Overseas *Départements* and Regions, i.e. Guadeloupe, Martinique, French Guyana, La Réunion and Mayotte.

### **Duration of cover**

- The term of validity of the forms of cover, matches the trip dates shown on the invoice issued by the travel organiser, with a maximum period of 90 consecutive days.

### **Essential items**

Clothing and toiletry enabling you to live temporarily without your personal effects being available.

### **Epidemic**

Incidence of illnesses abnormally high during a particular period and in a particular area

### **Events providing cover in the form of assistance**

Sickness, injury or death during a covered journey.

### **Events providing insurance cover**

- ✓ Theft, destruction, lost luggage, delay in delivering luggage,

### **France**

Mainland France and Corsica.

### **Excess**

Share of casualty which must be paid by the Insured stipulated by the contract if compensation is paid after a casualty. The excess can be expressed as a sum of money, a percentage, or in days, hours or kilometres.

### **Long-haul:**

The term "long-haul" refers to travel to countries which are not listed in the definitions "France" and "Medium-Haul".

### **Sickness**

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

### **Serious illness**

Sudden and unforeseeable deterioration of health recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional and other activities.

### **Maximum per event**

If the cover is for several insureds who are victims of the same event, and insured with the same special terms, the insurer's cover is in any event limited to the maximum sum stipulated for this cover, regardless of the number of victims. The compensation is consequently reduced and paid in proportion to the number of victims.

### **Family members**

Your legal or de facto spouse or any person bound to you by a civil solidarity pact, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including children of the spouse or cohabitee 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 contractually stipulated.

### **Medium-haul:**

The term "Medium-haul" refers to travel to Albania, Algeria, Germany, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Cyprus, Crete, Croatia, Denmark, Egypt, Spain, Estonia, Finland, Faroe Islands, Georgia, Gibraltar, Greece, Hungary, Ireland, Iceland, Israel, Italy, Jordan, Latvia, Lebanon, Liechtenstein, Lithuania, Luxembourg, Libya, Macedonia, Madeira, Malta, Morocco, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Romania, United Kingdom, Russian Federation, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Sweden, Switzerland, Czech Republic, Tunisia, Turkey, Ukraine, Vatican

### **We organise**

We do what is required to give you access to the service.

### **We cover**

We finance the service.

### **Invalidity**

All fraud, forgeries or false declarations or false testimonies which may activate the cover stipulated in the agreement invalidate our undertakings and the rights provided in the said agreement.

### **Pandemics**

Epidemics developed in a vast area, beyond the borders and qualified as pandemics by World Health Organisation (WHO) and/or by the local sanitary authorities where the claim took place.

### **Quarantine**

Isolation in which people are placed in the case of suspected or confirmed illness, decided by a local sanitary authority, to prevent the spread of the disease in an epidemic or pandemic context.

### **Personal objects**

Cameras, video recorders, mobile phone, PDAs, portable games consoles, multimedia players, laptops. Only personal objects purchased less than 3 years previously will be covered.

### **Precious objects**

Pearls, jewellery, watches, worn furs, hunting rifles, fishing equipment

### **Casualty**

Event of a random nature which triggers the cover of the present contract.

### **Territorial coverage**

Whole world.

### **SUBSCRIPTION PERIOD**

**The present contract may be purchased up to the day before the departure date.**

## **ARTICLE 2 – DESCRIPTION OF THE INSURANCE COVER**

### **1/ LUGGAGE**

We cover you, up to the value stated in the Table of Cover, for your luggage, objects and personal effects, carried with you or purchase during your journey, away from your place of principal or secondary residence in the case of:

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



## COSTS OF RENEWAL OF OFFICIAL DOCUMENTS

We reimburse you for your costs of renewing passports, an identity card or driving licence, stolen in the course of your journey, up to the value stated in the Table of Cover, provided you have made a complaint immediately to the closest police authorities, and have made a declaration against receipt to the French Embassy or to the closest Consulate.

## LATE DELIVERY OF YOUR LUGGAGE

If your personal luggage is not given to you in the destination airport (on the outward journey), and if it is returned to you with more than 24 hours' delay, on presentation of documentation we reimburse you the cost of essential items, up to the maximum value stated in cover limits table.

However, you cannot combine this compensation with the other compensation of the LUGGAGE cover.

## WHAT ARE THE LIMITS OF OUR COVER?

For the theft of objects of value and personal objects the reimbursement value can never exceed the value stated in the Table of Cover.

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

- The theft of jewellery is covered SOLELY when it is placed in a safe, or when it is worn by you.
- Theft of all devices to reproduce sound and/or images, and their accessories, is covered ONLY when they are placed in a safe or when they are worn by you.

If you use a private car the risks of theft are covered, provided your luggage and personal effects are contained in the boot of the locked vehicle, and cannot be seen. Only theft by means of break-in is covered.

If the vehicle is parked on the public highway cover is effective only between 7 AM and 10 PM.

## WHAT WE EXCLUDE

In addition to the exclusions set out under the heading "WHAT GENERAL EXCLUSIONS ARE APPLICABLE TO ALL OUR GUARANTEES", we cannot make payments in the following circumstances:

- ◆ Theft of luggage, personal effects and objects left without supervision in a public place, or stored in a room to which several persons have access,
- ◆ Theft of all devices to reproduce sounds and/or images and their accessories when they have not been placed in a locked safe, when they are not worn, which in fact implies that these devices are not covered when they are given to a transport company of any kind whatsoever (air, sea, rail, road, etc.),
- ◆ Omission, loss (except by a transport company), exchange,
- ◆ Theft without break-in duly reported and recorded by an authority (police, gendarmerie, transport company, purser, etc.),
- ◆ Accidental damage due to flowing of liquids, fatty, colouring or corrosive matter contained in your luggage,
- ◆ Confiscation of property by the Authorities (customs, police),
- ◆ Damage caused by mites and/or rodents, or by burns caused by cigarettes or by a non-incandescent heat source,
- ◆ Theft committed in any vehicle without a boot,
- ◆ Collections and samples of sales representatives,
- ◆ Theft, loss, omission or damage to cash, documents, books, transport tickets and credit cards,
- ◆ Theft of jewellery when it has not been placed in a locked safe, when it is not worn, which in fact implies that jewellery is not covered when it is given to a transport company of any kind whatsoever (air, sea, rail, road, etc.),
- ◆ Breakage of fragile objects such as objects made of porcelain, glass, ivory, pottery, marble,
- ◆ Indirect damage, such as depreciation and loss of use,
- ◆ The objects referred to below: all prostheses, equipment of all kinds, trailers, securities, paintings, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films and professional

**equipment, musical instruments, food products, lighters, pens, cigarettes, alcoholic drinks, art objects, beauty products and photographic films.**

### **WHAT SUM DO WE PAY OUT?**

The value given in the Table of Cover is the maximum reimbursement sum for all casualties occurring during the period of cover.

### **HOW IS YOUR COMPENSATION CALCULATED?**

You are compensated on the basis of documentary proof, and on the basis of the replacement value, by equivalent objects of the same kind, subject to a deduction for wear and tear.

During the first year from the purchase date the reimbursed value shall be equal to the purchase value of the luggage item or object of value. In the following year the reimbursement value shall be calculated at a rate of 75% of the purchase price. In the following years the value shall be reduced by an additional 10%.

The average rule stipulated in Article L.121-5 of the French Insurance Code is not applied under any circumstances.

Our reimbursement shall be made subject to any reimbursement which may be obtained from the transport company, and minus the excess.

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

The claim must reach PRESENCE ASSISTANCE TOURISME within 5 working days, subject to an accidental case or force majeure; if this period is not observed and we suffer a loss as a consequence, you will lose all entitlement to compensation.

The claim must be accompanied by the following items:

- ✓ the receipt of a complaint filing in the case of a theft or declaration of theft to a competent local authority (police, gendarmerie, transport company, purser, etc.) in the case of a theft during the stay or loss by a transport company;
- ✓ the report of loss or destruction produced by the carrier (sea, air, rail, road) when the luggage or objects have gone missing, been damaged or been stolen during the period in which they were under the carrier's legal guard.
- ✓ In the event of late delivery the report of irregularity produced by the carrier company, and the luggage delivery note giving the date and time of delivery.

**If these documents are not presented your rights to compensation will be invalidated.**

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

**You must prove, by all means in your power, and by all documents in your possession, the existence and value of these goods at the time of the casualty, and also the scale of the loss.**

**If, knowingly, as proof, you use inaccurate documents or fraudulent means, or make inaccurate declarations or non-disclosure, you will lose all rights to compensation, without prejudice to any legal action which we would then be entitled to bring against you.**

### **WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL EFFECTS?**

You must inform PRESENCE ASSISTANCE TOURISME thereof immediately by registered letter, as soon as you are informed:

- if we have not yet paid the compensation payment you must recover possession of the said luggage, objects or personal effects; in this case we are then obliged only to pay for any damage or missing items.

- if we have already compensated you, you can opt, within a period of 15 days:

- ✓ either to abandon the said luggage, objects or personal effects to us,
- ✓ or to recover the said luggage, objects or personal effects, in consideration for returning the compensation payment which you have received minus, if applicable, the proportion of this compensation payment corresponding to the damage or missing items.

If within a period of 15 days you have not made a choice, we shall consider that you have opted for abandonment.

## ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANTS COVER

### 2/ MEDICAL ASSISTANCE

You fall sick or are injured, or you die during a covered journey. We intervene on the following terms:

#### TELECONSULTATION BEFORE DEPARTURE

To get any information useful to a successful trip you can reach our helpdesk 24/7.

You can get information about:

Sanitary information: Health, Hygiene, Vaccination, Precautions to be taken, Regional medical center, Women advices, Time zone differences, Pet travel.

Our doctors are also available for any information you would like about traveling during epidemic or pandemic context.

Information is given by phone and we do not send written confirmation or documentation.

We provide information from 8am to 7pm an process in due time.

However, at any time, we take you call and collect your question and your phone number to call you back and answer in the regular time.

#### REPATRIATION OR HEALTH TRANSPORT

You are injured or fall sick (including in an epidemic or pandemic context) during a covered journey. We organise and pay for your repatriation to your home or to a hospital establishment close to your home.

Only requirements of a medical nature are taken into consideration in determining the repatriation date, the choice of means of transport or the hospitalisation location.

The repatriation decision is taken by our medical adviser, after the opinion of the occasional attending doctor and, if applicable, of the family doctor.

At your repatriation, and on the orders of our consulting doctor, we organise and pay for transport of a person to accompany you.

**If you refuse the solution proposed by our medical team this leads to cancellation of personal care guarantee.**

#### REPATRIATION OF ACCOMPANYING PERSONS

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

If they cannot returned by the initially scheduled means, we organise and pay for transport home of the members of your family who are beneficiaries, or of an insured person who is accompanying you when the event occurs, by 1<sup>st</sup> class train or by air in economy class.

#### REPATRIATION OF CHILDREN OF UNDER 18

If you fall sick or are injured, and no-one is able to take care of your children under 18, we organise and pay for the return journey, by 1<sup>st</sup> class train or by air in economy class, of a person of your choice or of one of our hostesses, to return them to your domicile or to that of a member of your family.

#### VISIT OF A CLOSE FRIEND OR FAMILY MEMBER

You are hospitalised in the destination location on the decision of our medical team, before your medical repatriation, for a period of more than 7 days. We organise and pay for the return transport, by 1<sup>st</sup> class train or

by air in economy class, of a member of your family residing in the same country as you, and their accommodation costs (room and breakfast) so that they can be at your bedside.

We cover their accommodation up to the value of the amount stated in the Table of Cover.

**The costs of catering or other expenditure are in all cases payable by this person.**

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

#### **PROLONGATION OF TRIP**

You are hospitalised during a covered journey and our doctors consider that this hospitalisation is necessary after your initial return date.

We pay for the accommodation costs (room and breakfast) of the members of your family who are beneficiaries or of an insured companion to remain at your bedside, up to the value stated in the Table of Cover.

Only requirements of a medical nature are taken into consideration when granting this cover.

**The costs of catering or other expenditure are in all cases payable by this person.**

**This cover cannot be combined with the "Visit of a close friend or family member" cover.**

#### **HOTEL COSTS**

If you have to extend your stay for established medical reasons, without hospitalisation and after the medical adviser's agreement, we organise and pay for the hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

#### **CONTINUATION OF THE TRIP**

You are no longer hospitalised and the local doctors recommend you to continue your journey, we organise and pay, after confirmation by our medical adviser, the additional transport costs by air in economy class or by 1<sup>st</sup> class train in order to continue the trip.

**The cost of continuing the trip may under no circumstances exceed the cost of a repatriation to your home.**

#### **IMPOSSIBLE RETURN**

In an epidemic or pandemic context, your flight have been cancelled due to travelling restrictive measures taken by local government or airlines.

If you have to extend your stay, we organise and pay for the added hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

We organise and pay for your return ticket up to the value stated in the Table of Cover.

#### **HOTEL COSTS**

If you have to extend your stay because of your quarantine, we organise and pay for the hotel costs (bedroom and breakfast) and those of your family members who are beneficiaries, or of an insured companion, up to the value stated in the Table of Cover.

#### **MEDICAL COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)**

When medical costs (including due to epidemic or pandemic illness) have been incurred with our prior agreement, we repay to you proportion of these costs which has not been paid for by any insurance organisations to which you are affiliated.

We intervene only when the reimbursements made by the above-mentioned insurance organisations have been made, minus an excess, the value of which is stated in the table of cover, and provided the original reimbursement documentation, issued by your insurance organisation, is sent to us.

This reimbursement covers the costs defined below, provided they relate to care received by you outside your country of residence following an illness or accident which has occurred outside your country of residence. In this case we reimburse the value of the costs incurred up to the maximum value stated in the Table of Cover.

If the insurance organisation with which you are affiliated refuses to pay for the medical costs incurred, we shall reimburse the costs incurred up to the limit of the value stated in the Table of Cover, provided you send us the original medical costs invoices, and the declaration of refusal of cover issued by the insurance organisation.

This service ceases on the date on which we are able to repatriate you.

Nature of costs entitling you to reimbursement (subject to prior agreement):

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,
- costs of an ambulance prescribed by a doctor for transport to the closest hospital, and only then if the insurance organisations refuse cover,
- hospitalisation costs, provided the Beneficiary/Insured is judged not able to be transported by a decision of Assistance's doctors, taken after obtaining information from the local doctor (hospitalisation costs incurred from the date on which we are able to repatriate you are not covered),
- emergency dental costs (capped at the value stated in the Table of Cover, without application of any excess).
- Test PCR expenses, in transit, if the result is positive.

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

Up to the payment values stipulated above, we can pay in advance hospitalisation costs which you must incur outside your country of residence, on the following combined conditions:

- after obtaining information from the local doctor, MUTUAIDE ASSISTANCE's doctors must judge 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 MUTUAIDE ASSISTANCE's doctors.
- you or any person authorised by you must undertake formally, by signing a specific document, provided by MUTUAIDE ASSISTANCE when the present service is offered:
  - to take the steps to pay the costs with the insurance organisations within a period of 15 days from the date of despatch of the items required for these steps by MUTUAIDE ASSISTANCE,
  - to reimburse to MUTUAIDE ASSISTANCE the sums received on this basis from the insurance organisations within a week after receiving these sums.

Only costs not covered by the insurance organisations shall remain payable by ourselves, up to the limit of the payment sum stipulated for the "medical costs" service, You must send us the declaration of refusal of cover issued by these insurance organisations within a week of its receipt.

**To protect our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking, committing you to take the steps with the social organisations and to reimburse the sums received to us.**

**If you have not taken the steps for payment with the insurance organisations within the deadline, or if you have not sent MUTUAIDE ASSISTANCE the declaration of refusal of cover issued by these insurance organisations within the deadline, you will not be able to claim the benefit of the "medical costs" service and will have to repay all the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, if applicable, use all relevant recovery procedures, the costs of which shall be borne by you.**

#### **DESPATCH OF MEDICINES ABROAD**

During a journey outside your country of residence you are deprived of medicines which are essential for your health, following a loss or a theft. We organise the search for and despatch of these medicines, if these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE's doctors cannot be found locally (and provided we obtain from you the contact details of your attending doctor).

We pay for shipment of the medicines by the fastest means, subject to the local and French legal constraints.

**Customs costs and the cost of purchase of the medicines remain payable by you.**

#### **DESPATCH OF PROSTHESES ABROAD**

During a journey outside your country of residence you are unable to procure the spectacles, contact lenses or hearing aids which you habitually wear, following breakage or loss of them. We organise the despatch of these prostheses (provided you give us the complete characteristics of the prostheses and the contact details of your ophthalmologist or habitual prosthetist)

We pay for shipment of the prostheses by the fastest means, subject to the local and French legal constraints.

**Customs costs and design costs of the spectacles, lenses or hearing aids remain payable by you.**

#### **REPATRIATION OF THE BODY**

You die during a covered journey. We organise the repatriation of your body as far as the funeral location in your country of residence.

In these circumstances we pay:

- ✓ The costs of transporting the body,
- ✓ The costs relating to the conservation care imposed by the applicable legislation,
- ✓ The costs directly required by the transport of the body (handling, arrangements specific to shipment, preparation), up to the value stated in the Table of Cover.

#### **DEATH-RELATED FORMALITIES**

If the local presence of a member of the family or of a close friend of the deceased is essential to undertake for the identification of the body and the repatriation or incineration formalities, we organise and pay for a return ticket, by 1<sup>st</sup> class train or by air in economy class, together with the accommodation costs (room and breakfast), incurred on behalf of this person, up to the value stated in the Table of Cover.

**All other costs remain payable by the family of the deceased.**

#### **EARLY RETURN**

If you have to interrupt your journey prematurely in the cases listed below, we pay your additional transport costs and those of the members of your family you are beneficiaries, or of a person insured under the present contract who is accompanying you, if the transport tickets provided for your return and theirs cannot be used as a consequence of this event, on the basis of a 1<sup>st</sup> class train ticket or by ticket for travel by air in economy class.

We intervene in the event of:

- the death of a member of your family, of a person with responsibility for guarding your minor and/or disabled child who has stayed at home, or of your professional replacement,
- a serious accident affecting your principal residence in your country of residence,
- hospitalisation of a member of your family, of a person with responsibility for guarding your minor and/or disabled child who has stayed at home, or of your professional replacement,

#### **REPLACEMENT DRIVER**

You fall sick or are injured during a covered journey in one of the countries listed below, and you can no longer drive your vehicle: if none of the passengers is able to replace you, we provide you with a driver to return the vehicle to your place of residence by the most direct route.

We pay for the journey costs and the driver's salary.

The driver must comply with employment legislation, and in particular must - as the current French regulations stand - observe a 45 minutes' stop after driving for 4 hours and 30 minutes, and their total daily driving time must not exceed 9 hours.

If your vehicle is more than 8 years old and/or has driven more than 150,000 km, or if its condition and/or its loading is not compliant with the standards defined by the French Highway Code, you must inform us of this. We then reserve the right not to send a driver.

In this case, instead of providing a driver, we supply and pay for a 1<sup>st</sup> class train ticket or air ticket in economy class for you to return to recover the vehicle.

This service applies only in the following countries:

France (including Monaco, Andorra, except for French Overseas *Départements* and Territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**The costs of fuel, tolls, hotel and catering costs of any passengers remain payable by you.**

#### **LEGAL ASSISTANCE ABROAD**

During a covered journey you are subject to legal proceedings or incarceration for failure to comply with or involuntary breach of the local laws and regulations.

We advance the bail required by the local authorities to allow you to be released temporarily, up to the value stated in the Table of Cover.

This advance must be repaid within a period of one month of presentation of our repayment request. If the bail is reimbursed to you before this time by the Authorities of the country it must be returned to us immediately.

We can reimburse you up to the value stated in the Table of Cover for fees of any legal representatives whose services you may freely use if an action is brought against you, provided that the alleged facts are not subject to a criminal sanction under the legislation of the country.

**This cover is not operative in the case of facts relating to your professional activity or guard of a motorised land vehicle.**

#### **SEARCH OR EMERGENCY COSTS**

We pay, up to the value stated in the Table of Cover, search and emergency costs at sea or in the mountains, following an event putting in your life in peril. Only costs incurred by a company duly approved for these activities can be reimbursed.

**We can under no circumstances replace the local emergency services organisations.**

#### **ON-SLOPE RESCUE COSTS**

You are the victim of a skiing accident on open, waymarked ski slopes. We pay the costs of descent in a sleigh from the place of the accident to the bottom of the slopes, or to the emergency centre closest to the accident. When the emergency services cannot reach the place of the accident helicopter costs or costs of all other means of transport are also paid.

This payment is made up to the maximum values shown in the Table of Cover.

These costs are paid if MUTUAIDE ASSISTANCE is informed before the end of your trip in the ski resort, and/or within 48 hours of the intervention of the emergency services.

#### *Ambulance costs*

If you are transported by ambulance to a hospital complex we undertake, if there is no medical transport, to pay the costs of transport by ambulance directly to the carrier.

#### *Costs of return to the resort*

If you are transported to a hospital complex, and if it is not judged necessary to hospitalise you, we undertake, if there is no medical transport, to pay the transport costs. We also organise the delivery of the medicines. Costs of medicines remain payable by you. The cover is provided in France subject to local availabilities.

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

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

Messages sent cannot be of a serious or delicate nature. Messages are at all times the responsibility of their authors, who must be able to be identified, and these messages are their sole liability. We play only the role of an intermediary in sending them.

#### **MONEY ADVANCE (only abroad)**

During a covered journey your means of payment or your official documents (passports, national identity card, etc.) have been lost or stolen.

If you call our service, we inform you of the steps to be taken (filing of a complaint, renewal of documents, etc.)

The communicated information is indicative information, as referred to by article 66.1 of the amended law of 31 December 1971. It does not constitute a legal consultation.

Subject to a declaration of theft or loss issued by the local authorities, we can grant you an advance up to the value stated in the Table of Cover, in consideration for an acknowledgement of debt given to MUTUAIDE ASSISTANCE

This advance must be repaid to MUTUAIDE ASSISTANCE within 30 days of provision of the money.

**If payment is not made, we reserve the right to bring all relevant legal recovery proceedings.**

#### **OFFICIAL DOCUMENTATION**

During a covered journey your official documents have been lost or stolen.

If doubles or duplicates of your official documents can be sent to you in the place where you are staying from your country of residence, by a person chosen by you, we can reimburse the costs of despatch of these documents, on presentation of original documentation covering the despatch costs, and proofs of theft or loss of these documents.

#### **PSYCHOLOGICAL SUPPORT**

In the event of a major trauma following a covered event, at your request we can organise a telephone contact with a psychologist, up to the value stated in the Table of Cover. These conversations are conducted in complete confidence.

This listening work must not be confused with psychotherapeutic work undertaken by a liberal professional. Due to the fact that the caller is physically absent this service cannot be a substitute for psychotherapy.

#### **LOCAL PHONE PACKAGE**

During a covered journey abroad, you are placed in quarantine. We pay for a local phone package, up to the value stated in the Table of Cover.

#### **PSYCHOLOGICAL SUPPORT FOLLOWING A QUARANTINE**

In the event of a major trauma directly linked to an epidemic or pandemic context, at your request we can organise a telephone contact with a psychologist, up to the value stated in the Table of Cover. These conversations are conducted in complete confidence.

This listening work must not be confused with psychotherapeutic work undertaken by a liberal professional. Due to the fact that the caller is physically absent this service cannot be a substitute for psychotherapy.



### **RELIEF PACKAGE OF ESSENTIAL ITEMS**

In an epidemic or pandemic context, and because of your quarantine, you are short of usable personal belongings. We reimburse essential items, on presentation of documentation, up to the value stated in the Table of Cover.

### **DOMESTIC HELP**

After we organise your repatriation because of an epidemic or pandemic illness, you are not able to do usual housework, we look for, and pay a domestic help up to the limit stated in the Table of Cover.

### **HOUSEHOLD SHOPPING DELIVERY**

After we organise your repatriation because of an epidemic or pandemic illness, you are not able to leave your home, we organise and pay, in the limit of local availabilities, the cost of shopping delivery up to the value stated in the Table of Cover.

### **PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION**

In the event of a major trauma directly linked to an epidemic or pandemic context, at your request we can organise a telephone contact with a psychologist, up to the value stated in the Table of Cover. These conversations are conducted in complete confidence.

This listening work must not be confused with psychotherapeutic work undertaken by a liberal professional. Due to the fact that the caller is physically absent this service cannot be a substitute for psychotherapy.

### **WHAT WE EXCLUDE**

In addition to the exclusions set out under the heading "WHAT GENERAL EXCLUSIONS ARE APPLICABLE TO ALL OUR GUARANTEES", the following do not lead to intervention by us:

- ◆ Journeys made for the purpose of diagnosis and/or treatment,
- ◆ Medical and hospitalisation costs in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide, and consequences of these,
- ◆ Any self-inflicted injury of the Insured,
- ◆ Minor ailments or lesions which can be treated locally and/or which do not prevent the Insured from continuing their journey,
- ◆ States of pregnancy, unless there is an unforeseeable complication, and in all cases states of pregnancy after the 36<sup>th</sup> week, abortion, consequences of delivery,
- ◆ Convalescences and ailments undergoing treatment, which have not yet cleared, and involving a risk of sudden aggravation
- ◆ Previously contracted sicknesses involving hospitalisation during the 6-month period preceding the departure date
- ◆ Events relating to a medical treatment or surgical operation which are not unexpected, unforeseen or accidental,
- ◆ Prosthesis costs: optical, dental, acoustic, functional, etc.
- ◆ The consequences of situations where there is a high risk of infection in the context of an epidemic where quarantine or specific preventive or surveillance measures are applied by the international health authorities and/or local health authorities of the country where you are staying and/or national health authorities of your country of origin, unless otherwise specified in the guarantee.
- ◆ Costs of spa therapy, beauty treatment, vaccination and costs arising therefrom,
- ◆ Trips involving a stay in a rest home and costs arising therefrom,
- ◆ Rehabilitation, physiotherapy, chiropractics and costs relating thereto,
- ◆ Scheduled hospitalisation.

### **ASSISTANCE SERVICES OPERATING RULES**

The assistance services can be delivered only if the Insured makes a telephone call at the time of the event.

On reception of the call MUTUAIDE ASSISTANCE, after having checked the caller's rights, organises and pays the costs stipulated in the present agreement.

Before they can receive the benefit of a service MUTUAIDE ASSISTANCE can ask the Insured to prove the capacity they are claiming, and to produce at their expense the items and documents proving this entitlement.

The Insured must allow our doctors access to all medical information concerning the person for whom we are acting. This information will be processed in compliance with medical secrecy.

**MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency services organisations, and intervenes within the limits of the agreements given by the local authorities; nor can it pay costs incurred in this manner, except for costs of transport by ambulance or by taxi to the closest location where the appropriate care can be supplied, in the case of minor ailments or minor injuries which do not require either repatriation or medical transport.**

The actions which MUTUAIDE ASSISTANCE undertakes are performed in complete compliance with national and international laws and regulations. They are therefore dependent on the necessary authorisations being obtained from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured the latter must return their initially scheduled, unused return ticket to it.

MUTUAIDE ASSISTANCE decides on the nature of the air travel tickets given to the Insured according to the possibilities provided by the air carriers and the duration of the journey.

#### **TERMS FOR REIMBURSEMENT OF THE INCURRED COSTS**

Repayments to the Insured can be made by ourselves only on presentation of the original paid invoices corresponding to costs incurred with our agreement.

Repayment requests must be sent to:

**MUTUAIDE ASSISTANCE**  
**Claims Management Service**  
**126 rue de la Piazza – CS 20100 - 93196 Noisy le Grand Cédex – France**

#### **ARTICLE 4 - GENERAL EXCLUSIONS**

The following do not give rise to any action on our part:

- Services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, a posteriori, to a refund or compensation,
- Meal and hotel costs, except those specified in the text of the guarantees,
- Damage caused intentionally by the Beneficiary/Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,
- The amount of the damages and their consequences,
- The use of narcotics or drugs not prescribed medically,
- Being under the influence of alcohol,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- The practice, professionally, of any sport,
- Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- Expenses incurred after the return from the trip or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports

(regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,

- The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, asset seizures or constraints by law enforcement officers,
- The use by the Beneficiary/ Insured of air navigation equipment,
- The use of the tools of war, explosives or firearms,
- Damage resulting from intentional or fraudulent misconduct of the Insured in accordance with Article I.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics unless otherwise stipulated in the guarantee, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The decay of an atomic nucleus or any radiation from an energy source having a radioactive character.

MUTUAIDE ASSISTANCE cannot under any circumstances be held liable for breaches or setbacks in the performance of its obligations that may result from force majeure, or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the decay of an atomic nucleus, the explosion of 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, or their consequences.

#### ARTICLE 5 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact MUTUAIDE by calling 01.55.98.71.76 or by writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the Assistance guarantees listed below:

- ✓ Repatriation or health transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children of under 18.
- ✓ Visit of a close friend or family member
- ✓ Prolongation of trip
- ✓ Hotel costs
- ✓ Continuation of the trip
- ✓ Medical costs outside the country of residence
- ✓ Despatch of medicines abroad
- ✓ Despatch of prostheses abroad
- ✓ Repatriation of the body
- ✓ Death-related formalities
- ✓ Early return
- ✓ Replacement driver
- ✓ Legal assistance abroad
- ✓ Payment of search or emergency costs
- ✓ Ski piste emergency costs
- ✓ Transmission of urgent messages
- ✓ Money advance (only abroad)
- ✓ Official documentation
- ✓ Psychological support

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

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX**

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

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

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

2. In case of disagreement or dissatisfaction on the implementation of your contract, we invite you to contact PRESENCE ASSISTANCE TOURISME by calling 01.55 90 47 51 or by writing to [reclamation@presenceassistance.com](mailto:reclamation@presenceassistance.com) for the insurance guarantees listed below:

✓ Luggage

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

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

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

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

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

## **ARTICLE 6 – DATA COLLECTION**

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

- Answers to the questions asked are compulsory and that, in the event of false declarations or omissions, the consequences for him/her may be nullity of the contract (Article L 113-8 of the Insurance Code) or the reduction of compensation (Article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for subscription and execution of its contract and guarantees, for management of the commercial and contractual relationship and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the duration necessary to fulfil the contract or legal obligation. This data is then archived in accordance with the periods provided for in the provisions relative to the statute of limitations.
- The recipients of the data concerning the Insured are, within the limits of their authority, the Insurer's departments in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers in the context of exercising their assignments for the purposes described below.

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

Information concerning him/her may also be sent to any persons recognized as Authorized Third Parties (courts, arbitrators, mediators, concerned ministries, supervisory and regulatory authorities and all public bodies authorized to receive it, as well as to the services in charge of control such as statutory auditors, other auditors and services in charge of internal control).

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

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

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

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

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

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

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

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

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

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

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

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

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

- by e-mail: at DRPO@MUTUAIDE.fr
- or

- by postal mail: by writing to the following address: Délégué représentant à la protection des données  
– MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

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

#### **ARTICLE 7 – SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated, up to the value of the compensation paid and the services supplied by it, to the Beneficiary's rights and actions, against all persons liable for the actions which led to its intervention. When the services provided in performance of the agreement are wholly or partly covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the beneficiary's rights and actions against this company or institution.

#### **ARTICLE 8 – LIMITATION PERIOD**

In application of article L 114-1 of the Insurance Code, all actions stemming from the present contract are subject to statutory limitation two years after the event having given rise to them. This period is increased to ten years in the case of death cover, and the beneficiaries' actions are subject to statutory limitation at the latest thirty years after this event.

However, this period commences only:

- in the event of non-disclosure, omission, or false or inaccurate declaration concerning the risk incurred, on the date when it came to the Insurer's attention;
- in the case of an incident, on the date on which it came to the attention of the interested parties if they prove that they were unaware of it previously.

When the cause of the Insured's action against the Insurer is a third-party action, this period of limitation commences only on the date on which this third party has brought a legal action against the Insured or has been compensated by the latter.

This period of limitation can be suspended, pursuant to article L 114-2 of the Insurance Code, by one of the following ordinary causes of suspension:

- acknowledgement by the debtor of the right of the party against which it was making a claim (article 2240 of the Civil Code);
- an action in law, even on an urgent basis, until extinction of the case. The same applies even when it is brought before a court without jurisdiction, or when the act of referral to the court is cancelled due to a procedural irregularity (articles 2241 and 2242 of the Civil Code). The suspension is void if the applicant abandons its application, or allows the case to lapse, or if its application is definitively dismissed (article 2243 of the Civil Code);
- a protective measure taken in application of the Civil Enforcement Procedures Code or a specific performance measure (article 2244 of the Civil Code).

It should be noted that:

The notice given to one of the joint and several debtors by an action in law or by an specific performance measure, or recognition by the debtor of the right of the party against whom it was making a claim suspends the period of statutory limitation against all others, even against their heirs.

Conversely, the notice given to one of the heirs of a joint and several debtor or the acknowledgement of this heir does not suspend the period of statutory limitation with regard to the other joint heirs, even in the case of a mortgage debt, if the obligation is divisible. Such notice or recognition suspends the period of statutory limitation, with regard to the other joint heirs, only in respect of the share for which this heir is liable.

To suspend the period of statutory limitation completely, with regard to the other joint debtors, notice must be given to all the heirs of the deceased debtor, or all these heirs must be recognised (article 2245 of the Civil Code).

Notice given to the principal debtor or recognition of it suspends the period of statutory limitation against the surety (article 2246 of the Civil Code).

The period of statutory limitation can also be suspended by:

- the appointment of an expert following a claim;
- Despatch of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured on the subject of the action for payment of the contribution, and sent by the Insured to the Insurer on the subject of payment of the claim).

#### **ARTICLE 9 – SETTLEMENT OF DISPUTES**

All disputes arising between the Insurer and the Insured relating to the determination and payment of claims shall be referred, by the first party to take such a measure, if an amicable resolution cannot be reached, to the court with jurisdiction of the beneficiary's domicile, pursuant to the provisions stipulated in article R 114-1 of the Insurance Code.

#### **ARTICLE 10 – FALSE DECLARATIONS**

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

- **Any non-disclosure or intentionally false declarations by you invalidates the contract. Premiums paid remain vested with us, and we shall be entitled to require payment of the premiums due, as stipulated in article L 113.8 of the Insurance Code.**
- **Any omissions or inaccurate declarations by yourself where no dishonesty is established lead to termination of the contract 10 days after the notification which will be sent to you by registered letter and/or application of reduced compensation under the Insurance Code, as stipulated in article L 113.9.**

#### **ARTICLE 11 – SUPERVISORY AUTHORITY**

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