

**CONTRACT No. 7713**  
**CANCELLATION**

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

**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***

TABLE OF BENEFITS		
CANCELLATION	Maximum cover	Excess
<b>Reimbursement of cancellation costs invoiced by the travel organiser</b>		
<ul style="list-style-type: none"> <li>◆ Cancellation due to serious illness (not related to epidemics or pandemics), serious bodily accident or death of the insured, their spouse, a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or ascendant or descendant as far as the 2nd degree.</li> </ul>		No excess
<ul style="list-style-type: none"> <li>◆ Cancellation due to serious illness <b>related to epidemics or pandemics</b></li> <li>◆ Cancellation due to denied boarding following the taking of temperature at the airport Cancellation due to lack of vaccination</li> </ul>		10% of the value of the incident
<ul style="list-style-type: none"> <li>◆ Lack or excess of snow</li> </ul>		3% of the value insured
<ul style="list-style-type: none"> <li>◆ Cancellation for Any Other Justified Reason, and/or any other person than those stipulated above</li> </ul>		30€ per file except in case of professional transfer, modification or cancellation of your paid leave, theft of your identification documents: 20% of the value of the incident with a minimum of €100 per file
<ul style="list-style-type: none"> <li>◆ Impossible access to the ski resort, refund of hotel costs for relocation</li> </ul>	€3,000 per file	No excess

## 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 may be domiciled anywhere in the world.

#### **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.

#### **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**

- "Cancellation" cover takes effect on the date you sign your insurance contract, and expires on the date of your departure on your journey.

#### **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**

- ✓ Cancellation

#### **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.

#### **Casualty**

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

#### **Territorial coverage**

Whole world.

#### **SUBSCRIPTION PERIOD**

To be valid this contract must be taken out simultaneously with the purchase of the journey, or before the beginning of cancellation fees scale.

## ARTICLE 2 – DESCRIPTION OF THE INSURANCE COVER

### CANCELLATION

#### CANCELLATION FOR MEDICAL REASONS

You are covered for the reasons and circumstances listed hereinafter, excluding all others, subject to the limit of cover and the excess stated in the Table of Benefits.

• **Serious illness (including epidemic or pandemic illness), Serious bodily accident or death, including the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:**

- yourself, or your legal or de facto spouse,
- your ascendants or descendants to the 2nd degree,
- your brothers, sisters, including the children of the spouse or cohabitee partner of one of your direct ascendants, your parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law.

• **Pregnancy complications of the insured up to the 28th week.**

- ✓ which lead to absolute cessation of all professional or other activity, provided that at the time of departure you are not more than 6 months pregnant or,

• **State of pregnancy of the insured**

- ✓ if the intrinsic nature of the journey is incompatible with a state of pregnancy, provided that you are not aware of your condition when you signed the Contract.

• **Denied boarding following the taking of temperature at the airport, railway station, bus station, port (the day of the departure),**

A document issued by the airline or the sanitary authorities who denied the boarding will be required to get the refund.

• **Lack of vaccination against COVID-19**

- ✓ when at the time of subscription of the present contract the country of destination did not require vaccination against COVID-19 for entry into its territory, but at the time of your departure it does require it:
  - and you are no longer within the time limit for this vaccination to allow you to travel
  - or
  - that you cannot proceed with this vaccination due to a medical contraindication.

**It is your responsibility to establish the reality of the situation giving entitlement to our services; we therefore reserve the right to refuse your request, on the opinion of our doctors, if the information supplied does not prove the materiality of the facts.**

#### CANCELLATION FOR LACK OR EXCESS OF SNOW

We refund the cancellation fees invoiced by the travel organiser according to his general Terms and Conditions and within the limit stipulated in the Table of Benefits, when you have to cancel your trip within 48 hours before the beginning of the rental, in case of lack or excess of snow.

You will have to provide a snow report published by an accredited organization authorized to issue such a report, concerning the resort itself if it is a member, or if it is not the nearest resort as the crow flies.

The lack or excess of snow in the ski resort of the rental will be established if within 48 hours before arrival, more than 2/3 of slopes of the ski domain are closed according to the snow report mentioned above.

**CAUTION: the cover is only available from December 1<sup>st</sup> to April 30<sup>th</sup> next year.**

### IMPOSSIBLE ACCESS TO THE SKI RESORT

If you are unable to access your resort due to bad weather conditions resulting in the closure by the competent authorities of all road and rail routes for more than 5 hours, we will reimburse you, with proof, for the hotel expenses incurred to relocate you while waiting to access your initial place of stay.

The refund is calculated in pro-rata basis of the price of your initial stay, up to a limit of 2 days' rental, without however exceeding the amount provided for in the Table of Benefits, in the event of cancellation due to "lack or excess of snow".

**CAUTION: the cover is only available from December 1<sup>st</sup> to April 30<sup>th</sup> next year.**

### CANCELLATION FOR ANY OTHER JUSTIFIED REASON

You are also covered, up to the limit stated in the Table of Benefits, against **all other random events, of any kind whatsoever, constituting an immediate, real and serious obstacle**, preventing your departure and/or exercise of the activities planned during your trip. The term "random event" is understood to mean all sudden, unforeseeable circumstances independent of the insured will justifying cancellation of the journey. There must be a direct causal link between the random event and the impossibility of leaving.

**However, cover is operative, for the following causes, only under the conditions described precisely below:**

• **Serious illness, Serious bodily accident or death, including the consequences, sequels, complications or aggravation of a sickness or accident, recorded before the purchase of your journey, of:**

- your ascendants or descendants beyond the 2nd degree, your tutor or any other person living habitually under your roof,
- your uncles, aunts, nephews and nieces.
- your designated professional replacement chosen at the moment of purchase,
- the person designated when signing the present contract as having responsibility, during your trip, for keeping or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is more than 48 hours' hospitalisation, or death,

• **Serious material damage** requiring absolutely your presence on the date of the planned departure in order for you to take the necessary protective measures, following a fire, water damage or natural elements, and affecting more than 50% of your private or professional premises.

• **Theft from private or professional premises**, absolutely requiring your presence on the date of departure, provided it has occurred within the 48 hours preceding the departure for the journey.

• **Your medical appointment notice for an organ transplant**, on a date before or during the planned journey, provided the appointment notice was not known when the Contract was signed.

• **A vaccination contraindication**, or contraindication relating to the effects of vaccination, or medical impossibility of following a necessary preventive treatment for the destination chosen for your journey.

• **Serious damage to your vehicle** occurring within 48 hours preceding departure, if it can no longer be used to convey you to the location of your trip.

• **An accident or breakdown of your means of transport** occurring during transport to the departure point, leading to a delay of more than two hours, makes you miss the flight reserved for your departure, provided you have taken measures to arrive at the airport at least 2 hours before the final boarding time.

• **Redundancy on economic grounds** or redundancy of your spouse or de facto spouse, provided that the procedure was not started on the date when you signed the present Contract and/or that you were not aware of the date of the event when you signed the contract.

• **Obtaining a paid employment or remunerated traineeship**, taking effect before or during the dates scheduled for your journey, when you were registered with the Job Centre, provided this is not a case of prolongation, renewal or amendment of a type of contract, nor a mission provided by a temporary employment company.

- **Convocation of an imperative, unforeseeable nature which cannot be postponed**, issued by an authority, on a date occurring during the planned journey, provided the convocation was not known when you signed the Contract.
- **Convocation**, on a date occurring during your journey, **to a university re-sit examination**, provided that the failure of the examination was not known when you signed the present Contract.
- **Refusal of a tourist visa** by the authorities of the country chosen for your journey, provided that you did not file any application refused by these authorities during a previous journey, that your actions meant that they could reach a decision prior to your journey, and provided that you have met the constraints demanded by the administrative authorities of this country.
- **Your professional transfer**, not for disciplinary reasons, imposed by your employer, obliging you to move home during the term of your insured journey, or within 8 days preceding your departure, provided that the transfer was not known when you signed the Contract. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts.

**(Excess: 20% of the amount of the cancellation fees with a minimum of €100 per file)**

- **Cancellation or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts. The employer must have given prior, written agreement to this leave, which is a vested right, before you signed the Contract.

**(Excess: 20% of the amount of the cancellation fees with a minimum of €100 per file)**

- **Your convocation to adopt a child** within 15 days preceding your departure or during the period of your insured trip, provided that the convocation was not known when you signed the Contract,
- **Cancellation due to separation of a couple**, whether married, bound under a civil solidarity pact or reputed spouses. This cover is operative only on presentation of legal and administrative documents proving the real nature of the separation or of cohabitation in the case of unmarried cohabitation (divorce procedure, termination of the PACS [civil solidarity pact] contract, all documents proving the couple's cohabitation, electricity and gas utility bills, telecoms bills, joint bank accounts, joint declaration, etc.).
- **Theft, within 48 hours preceding your departure, of your identity documents** (passport, identity card) **essential to cross the borders which must be crossed** during your journey, provided that a declaration of theft has been made, as soon as the theft came to your attention, to the closest police authorities.

**(Excess: 20% of the amount of the cancellation fees with a minimum of €100 per file)**

- **Cancellation for a guaranteed reason** of one or more persons registered at the same time as you (Maximum 9 persons for the entire application), insured under the present contract. If you wish to make the journey alone, account is taken of the additional costs, although our reimbursement cannot exceed the sum due in the event of cancellation on the date of the event.
- **Costs for a change of name** charged by the service-provider if, for a guaranteed event, you prefer to have yourself replaced by another person rather than to cancel your trip. Our reimbursement cannot exceed the value due in the event of cancellation on the date when the name is changed.

In all cases of journey cancellation, the compensation will be paid to you minus a specific excess stated in the Table of Benefits. This excess also applies to persons registered at the same time as you insured under the present Contract.

## **VALUE OF COVER**

The compensation paid in application of the present Contract can under no circumstances exceed the price of the journey declared when signing the present Contract and within the limits stipulated in the Table of Benefits, per insured person, and per event.

We shall reimburse to you the value of the cancellation costs invoiced according to the cancellation fees scale listed in the travel agency's general terms.

Administrative costs invoiced by the travel organiser or travel agency after cancellation or modification of the journey, costs of tips and visas, all taxes reimbursable to the travel agency or to the insured by the carrier or all collection agencies, and the premium paid in consideration for signing the present contract, are not reimbursable.

#### WITHIN WHAT PERIOD MUST YOU DECLARE THE CASUALTY?

##### Two stages

1/ At the first appearance of the illness, or as soon as you are aware of the event triggering the cover, you must **IMMEDIATELY inform your travel agency.**

**If you cancel the journey subsequently with your travel agency our reimbursement will be limited to the value of the costs which you would have had to pay on the date of the casualty, in accordance with the cancellation fees scales given in the Special Terms of the sales contract of the tour operator, travel agency or airline. This clause implies that any difference between the cancellation costs calculated on the date of the casualty used by our services and those calculated by the organiser of the journey, shown on your cancellation costs invoice, will be payable by you.**

2/ Secondly, you must declare the casualty to PRESENCE ASSISTANCE, within five working days of the event causing the guarantee.

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

##### Your written casualty declaration must be accompanied:

- ✓ in the event of an illness or accident, by a medical certificate and/or an administrative hospitalisation certificate stating the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- ✓ in event of death, by a certificate and by the personal details form,
- ✓ in other cases, by all documents proving the reason for your cancellation.

##### You must also send all information or documents which are asked from you to prove the reason for your cancellation, and in particular:

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations, together with all documents proving that they have been delivered or performed, and in particular the medical expenses reclaim forms including, in the case of prescribed medicines, copies of the corresponding stickers.
- ✓ the statements of the Social Security or of any other similar organisation, relative to the reimbursement of the treatment costs and to the payment of the daily sickness benefit,
- ✓ the invoice of cancellation costs for the value used by the organiser of the journey or agency,
- ✓ the number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must state its causes and circumstances, and give us the names and addresses of the responsible parties and also, if applicable, of any witnesses,
- ✓ in the event of denied boarding: a document issued by the airline or sanitary authorities who denied the boarding is required to get the refund
- ✓ the currently valid identity documents (recto/verso) of all insureds affected by the casualty
- ✓ and all other documents required to manage your claim.

In addition, it is expressly agreed that you accept in advance the principle of a check-up by our consulting doctor. Consequently, if you oppose this without legitimate reason you will lose your entitlement to the guarantee.

#### WHAT WE EXCLUDE

**The Cancellation cover does not cover circumstances where it is not possible to leave for reasons relating to border closure, material organisation, or to the accommodation conditions or safety conditions of the destination.**

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



- ◆ An event, a sickness or accident which has been observed for the first time, where a relapse has occurred, which has aggravated or which has led to hospitalisation between the date on which the trip was purchased and the date on which the insurance contract was signed,
- ◆ All circumstances which are detrimental merely in terms of amenity,
- ◆ Pregnancy, including complications, after the 28th week and in all cases abortion, delivery, in-vitro fertilisation and consequences of these,
- ◆ Omission of vaccination,
- ◆ Failures of all kinds, including financial failure, of the carrier, making performance of its contractual obligations impossible,
- ◆ Insufficient or excess snow,
- ◆ All medical events the diagnosis, symptoms or causes of which are of a mental, psychological or psychiatric nature, which have not led to hospitalisation for more than 3 consecutive days after the present Contract is signed,
- ◆ Pollution, the local health situation, natural catastrophes in France and DROM covered by the procedure referred to by law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events, except in cases stipulated in the section "extension pack",
- ◆ The consequences of criminal proceedings in which you are concerned,
- ◆ All events occurring between the date of registration for the journey and the date on which the insurance contract is signed.
- ◆ Absence of unforeseeable circumstances,
- ◆ Of an intentional deed and/or one sanctioned by law, consequences of alcoholic states and consumption of drugs, of all narcotic substances mentioned in the Public Health Code, of medicines and treatments not prescribed by a doctor,
- ◆ Merely due to the fact that the French Minister of Foreign Affairs recommends not travelling to the geographical destination of the journey;
- ◆ Of an act of negligence by yourself;
- ◆ Of any event for which the travel agency could be held liable in application of the Tourism Code in force;
- ◆ Failure, for any reason whatsoever, to show documents essential for the trip, such as passport, identity card, visa, transport tickets, vaccination record except in the event of theft of the passport or identity card within 48 hours preceding departure.

<b>ARTICLE 3 - GENERAL EXCLUSIONS</b>
---------------------------------------

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 4 – HANDLING OF COMPLAINTS

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:

- ✓ Cancellation

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 5 – 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 6 – 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 7 – 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 a 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 debtors 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 8 – 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 9 – 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 10 – 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.