

## INFORMATION NOTICE ON MULTI-RISKS CONTRACT NO. 7563

Contract 7563-0026

**ALPIMMO**

## TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
<b>1/ SEASONAL RENTAL CANCELLATION</b> <ul style="list-style-type: none"> <li>✓ Cancellation for medical reasons (A1). <ul style="list-style-type: none"> <li>- Illness, accident or death</li> <li>- Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic</li> <li>- Cancellation in case you are designated as having been in close contact in the 14 days preceding departure</li> <li>- Cancellation for refusal of boarding following a temperature check or positive result of a PCR and/or antigenic test on arrival at the departure airport</li> <li>- Cancellation in case of absence of vaccination</li> </ul> </li> <li>✓ Cancellation all causes (A2)</li> </ul>	(A1) (A2) 10,000 € per rental without deductible / refund of the deposit or partial payments to the person reserving / Refund of the balance of in the event of justified cancellation
<b>2/ EXPENSES FOR INTERRUPTION OF STAY – LATE ARRIVAL</b> <ul style="list-style-type: none"> <li>✓ Reimbursement of unused land-based services prorata temporis (transport not included) (B)</li> </ul>	(B) 10,000 € per rental
<b>3 / CIVIL LIABILITY AT PLACE OF STAY</b> (for any vacation rental not exceeding 90 days) <ul style="list-style-type: none"> <li>✓ Bodily harm, property damage and consecutive consequential losses caused to Third Parties due to occupancy of the premises (C1) <ul style="list-style-type: none"> <li>➤ Including Property damage and consecutive losses (C2)</li> </ul> </li> <li>✓ Property damage and consecutive consequential losses caused to the owner (C3) <ul style="list-style-type: none"> <li>➤ Including consecutive consequential losses (C4)</li> <li>➤ Including damage caused to the movable property listed in the inventory attached to the rental contract (C5)</li> <li>➤ Including damage caused to movable property listed in the inventory attached to the rental contract without supporting invoices (C6)</li> </ul> </li> </ul>	(C1) 500,000 € per event / deductible of 300 € (C2) 50,000 € per event / deductible of 300 €  (C3) 500,000 € per event / deductible of 300 € (C4) 50,000 € per event / deductible of 300 €  (C5) 20,000 € per event / deductible of 50 €  (C6) 200 € per event / deductible of 50 €
ASSISTANCE GUARANTEES	CEILING
<b>1 / REPATRIATION ASSISTANCE</b> <ul style="list-style-type: none"> <li>- Tele-consultation before departure (A)</li> <li>- Medical repatriation (including in the event of epidemic or pandemic) (B)</li> <li>- Visit of family member/close friend (C)</li>   <li>- Return impossible (D)</li>   <li>- Hotel costs following placement into quarantine (E)</li> <li>- Repatriation of remains <ul style="list-style-type: none"> <li>✓ Repatriation of remains (F1)</li> <li>✓ Funeral expenses necessary for transport (F2)</li> </ul> </li> <li>- Early return (G)</li> <li>- Cover of local telephone plan (H)</li> <li>- Replacement driver (I)</li> <li>- Expenses for search and rescue (J)</li> <li>- Psychological support following placement into quarantine (K)</li> <li>- Emergency suitcase (L)</li> </ul>	(A) Real expenses (B) Real expenses (C) Round-trip transport ticket *+ Hotel expenses 80 € per night / Max 10 nights (D) 1,000 € per person / Max 50,000 € per group + Hotel costs 80 € per night / Max 14 nights (E) Hotel expenses 80 € per night / Max 14 nights  (F1) Actual costs (F2) Actual costs (G) Ticket for round-trip transport * (H) Up to 80 € (I) Transport ticket * or Driver (J) 3,000 € per person (K) 6 sessions per event (L) 100 € Max per person and 350 € Max per family

\* by train 1<sup>st</sup> class or plane economy class

## ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

**Us, the Insurer:** MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. SA with capital of 12 558 240€ – Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – TVA FR 31 383 974 086.

For the Civil Liability in Private Life Abroad and Individual Accident guarantees, the policy number is 779 838 366 and the Insurer is GROUPAMA RHONE ALPES AUVERGNE;

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

**Insureds:** The person renting a seasonal rental or hotel stay not exceeding 90 days, referred to as

**Renter:** The tenant and the occupants, that is to say the persons designated on the reservation contract, called THE TENANT and OCCUPANTS.

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

This “attack” will have to be recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

**Beneficiaries:** The Subscriber acting on behalf of the owners within the framework of his management mandate and for his own account for the guarantees he has subscribed.

The person renting a seasonal rental or hotel stay not exceeding 90 days, referred to as RENTER.

The tenant and the occupants, that is to say the persons designated on the reservation contract THE TENANT and OCCUPANTS.

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

**Natural Disaster:** Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, having caused the abnormal intensity of a natural agent, and recognized as such by the public authorities.

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

**Definition of assistance to persons:** Assistance to persons includes all the services implemented in the event of illness,

injury or death of the persons covered, during a covered trip.

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

**Water damage and frost:** Damage caused by accidental water leaks or overflows from any water or heating equipment or by freezing.

**Deferral of Stay:** Non-occupancy of the premises before the date of entry, in accordance with the description of the rental or reservation offer with payment of a partial payment or deposit or for the entire stay if the balance has been claimed according to the Special or General Conditions of the Subscriber.

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

For the Civil Liability in Private Life at Place Stay guarantee, the domicile of the Insured must be located in Mainland France or an Overseas Department.

**DOM-ROM, COM and sui generis communities:** Guadeloupe; Martinique, French Guyana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

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

**Duration of the guarantees:** The “Cancellation” guarantee takes effect the next day at midnight after receipt by the Subscriber of the signed reservation contract and the deposit or partial payment cheque as stated in the Special Conditions and during the period preceding the stay, as indicated in the reservation contract. In the event that the deposit or partial payment cheque turns out to be insufficient or rejected by the bank for any reason whatsoever, the guarantees of this contract will be null and void, unless the renter settles payment within the time frames set by law.

The guarantee ends with remittance of the keys at the start of the stay.

The validity period of the other guarantees corresponds to the date of availability of the apartment, the start of the rental when the keys are handed over, and expire at the end of the rental, when the keys are returned.

**Epidemic:** Abnormally high incidence of an illness during a given period and in a given region.

**European Economic Area (EEA):** Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece; Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.

**Foreign:** Any country outside your home country.

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

**Guaranteed assistance events:** Illness, injury or death during covered travel.

**Guaranteed insurance events:** Depending on the products chosen:

Cancellation

Interruption of stay

Civil Liability In Private Life Abroad

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

**Deductible:** Portion of the claim left as the responsibility of the Beneficiary provided for in the contract in the event of compensation following a claim. The deductible can be expressed as an amount, percentage, in days, hours, or kilometres.

**Group:** All the participants appearing on the same travel registration form.

**Fire – Explosions:** The fire itself, that is to say conflagration, blaze or simple combustion, explosions or implosions of any kind: By express agreement between the parties, an explosion is a sudden and violent action involving the pressure or depression of gas or vapour.

**Flooding:** Temporary submersion, natural or artificial, of a space with liquid water.

**Long haul:** “Long-haul” refers to travel to countries not listed in the “Medium-haul” definition.

**Illness:** Sudden and unforeseeable decline in health noted by a competent medical authority.

**Serious illness:** Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

**Maximum per event:** In the event that the cover is exercised in favour of several insured persons who are victims of the same event and insured under the same special conditions, the insurer's guarantee is in any case limited to the maximum

amount indicated for this guarantee regardless of the number of victims. As a result, compensation is reduced and adjusted in proportion to the number of victims.

**Family members:** Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

**Medium haul:** “Medium-haul” refers to trips to Europe and the Maghreb countries.

**We organise:** We take the necessary steps to give you access to the service.

**We cover:** We finance the service.

**Nullity:** Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

**Pandemic:** Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

**Mediterranean countries:** Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

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

**Incident:** Random event of a nature to trigger the guarantee of this contract.

**Balance due:** Difference between the total amount of the reserved stay and the actual deposit amount paid at the time of the claim, less tourist taxes and administrative fees and the cleaning fee appearing in the reservation contract. In the event of re-rental, the amount of the re-rental is deducted from the compensation for the deposit and/or balance. The Insurer reserves the right to perform any checks it deems appropriate.

**Territoriality:** The Subscriber Real Estate Agencies are based in Continental France and offer the rental of seasonal accommodation based in Continental France and in bordering countries.

Insured renters are may be domiciled throughout the world.

## ARTICLE 2 - DESCRIPTION OF THE INSURANCE GUARANTEES

### 1. CANCELLATION OF STAY BY THE RENTER

#### 1.1. GUARANTEES GIVEN TO THE INSURED RENTER

In the event of cancellation of the stay, the Insurer

guarantees the insured **RENTER** or his beneficiaries reimbursement of the sums paid to the Subscriber, less the insurance premium and within the limit

indicated in the Special Conditions, in the event of cancellation for the following reasons:

### **1.1.1 CANCELLATION FOR MEDICAL REASONS**

The cover is granted to you for the reasons and circumstances listed below to the exclusion of all others, within the limit indicated in the Table of Guarantees:

- **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), serious bodily injury or death, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before reserving your rental** (with the understanding that, for calculation of the reimbursement, the date of first medical observation of the aggravation, evolution or relapse, will be taken into account):
  - ✓ yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
  - ✓ your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
  - ✓ your professional replacement designated at the time of the subscription,
  - ✓ the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.
- **If you are declared a “contact case” or in the 14 days preceding departure.**  
You must provide proof issued by the CPAM or the ARS declaring you a “contact case”. In the absence of these supporting documents, no compensation will be possible.
- **Refusal of boarding following your temperature check or a positive result of a PCR and/or antigenic test on your arrival at the departure airport.** (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).
- **Absence of vaccination against Covid 19**
  - ✓ in the event that, at the time of subscribing this contract, the country of destination did not impose a vaccine and, at the time when it requires it, you no longer have time to proceed with the vaccine allowing you travel.
  - ✓ contraindication of vaccination or the after-effects of vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.
- **Complications of pregnancy up to the 28th week.**
  - ✓ and which lead to the absolute cessation of any professional or other activity and provided that, at the time of departure, you are not more than 6 months pregnant or,
  - ✓ if the nature of the trip is incompatible with the condition of pregnancy, provided that you are not aware of your

condition at the time of enrolment.

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

### **1.1.2 CANCELLATION ALL CAUSES**

In the event of cancellation of the stay, the Insurer also guarantees the insured **RENTER** or his beneficiaries reimbursement of the sums paid to the Subscriber, less the insurance premium and within the limit indicated in the Table of Guarantees:

- Serious property damage including following a natural disaster or major theft, occurring at the Insured's home or business premises or on the farm which he owns, leases or occupies free of charge, and imperatively requiring his presence on the premises to carry out the necessary mitigation procedures.
- Inability for the Insured to go to the place of the Stay covered by the reservation, by any means of transport (road, rail, air), on the day of the start of the Stay and within the 48 hours preceding or following this date as a result of:
  - dams, or
  - strikes, or
  - natural event, preventing traffic, certified by the competent authority.
 A certificate proving the closing of road, rail and air transport must be provided by the competent authorities (city or town hall, SNCF, airports or airlines, etc.).
- Your redundancy or contractual termination or that of your legal or de facto spouse, provided that the procedure was not initiated on the day of signing this Contract and/or that you were not aware of the date of the event at the time of subscription of the contract.
- Obtaining a salaried job or a paid internship, taking effect before or during the dates planned for your trip, while you were registered with Pôle Emploi (the unemployment services), provided that this is not a case of extension, renewal or modification of the type of contract or of an assignment provided by a temporary employment company (example: transformation of a fixed-term contract into a permanent contract).
- Your notice-to-appear which is imperative, unforeseeable and unable to be postponed from a government administration for a date during the planned trip, and provided that the notice-to-appear was not known when the Contract was subscribed.
- Your notice-to-appear, on a date during the period of your trip, for a university resit examination provided that failure of the examination was not known at the time of subscribing this Contract.
- Your notice-to-appear for an organ transplant, on a date during the planned trip, and provided that the notice-to-appear was not known when the Contract was subscribed.
- Contraindication of vaccination or the after-effects of vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.
- Depressive state, psychic, nervous or mental illness leading to Hospitalization of more than 3 consecutive days.



- Your professional transfer, non-disciplinary, imposed by your employer, requiring that you move during the period of your insured stay or in the 8 days preceding your departure and provided that the transfer was not known at the time of subscribing the Contract. This guarantee is granted to salaried employees, excluding self-employed professionals, senior managers, legal representatives of companies, independent workers, artisans and intermittent workers in the entertainment industry.
- The elimination or modification of the date of your paid leave by your employer. This guarantee is granted to salaried employees, excluding self-employed professionals, senior managers, legal representatives of companies, independent workers, artisans and intermittent workers in the entertainment industry. This leave, corresponding to an acquired right, must have been the subject of prior written approval from the employer before subscription of the Contract.
- Your notice-to-appear for the adoption of a child during the period of your insured stay, and provided that the notice-to-appear was not known at the time of subscribing the Contract.
- Natural disasters (as intended under Law no. 86-600 of 13 July 1986 as modified) occurring at the place of Stay, resulting in a prohibition against Staying on the site (town, district, etc.) by the local or prefectural authorities for all or a portion of the period appearing in the reservation contract, and occurring after subscription of this contract.
- Absence of or excess snow or strong wind causing the closing of at least 2/3 of the slopes of the ski area, for at least 2 consecutive days, in the 5 days preceding the departure. The closing of at least 2/3 of the slopes in the ski area must be observed by the percentage of opening of the ski area communicated by the operating company of the ski area concerned.  
This guarantee is only granted during the winter season (from the winter opening of the ski area until it closes).

Excluded from this guarantee are the absence or excess of snowfall known at the time of booking the Stay, closing of the ski area due to technical or human problems or for regulatory reasons other than due to climatic events.

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

## **2. GUARANTEES GIVEN TO THE SUBSCRIBER**

In the event of cancellation of the stay, the Insurer guarantees the **SUBSCRIBER**:

**2.1. In case of justified cancellation:** payment in whole or in part of the balance due by the RENTER when the cancellation is the result of one of the events mentioned in paragraphs 1.1.1 and 1.1.2 above.

**2.2. In the event of unjustified cancellation:** payment in whole or in part of the balance due by the RENTER for any other event with a maximum of 75% of the total rent. The Insurer retains the right of recourse against the tenant in default, notably to proceed by any means at its disposal with recovering amounts

paid to the Insured owner.

**NOTE:** In the 2 cases above (justified and unjustified cancellation), the portion of the balance paid by the Insurer is indicated in the contract.

**2.3.** In the event of re-rental of a cancelled stay, the Insurer pays the Subscriber an indemnity intended to cover the costs of re-rental. The amount of this compensation is expressed as a percentage of the amount of the re-rental(s) for the cancelled period concerned and appears in the contract. This provision helps to maintain the premium rate; the collaboration of the rental agency, the reservation service or the hotel operator in this area is essential.

### **AMOUNT OF THE GUARANTEE**

The compensation paid in application of this Contract may in no case exceed the price of the trip declared when subscribing this Contract and within the limits provided for in the Table of Benefits.

We will reimburse you for the amount of the cancellation fees billed according to the conditions of the cancellation scale listed in the general conditions of the travel agency.

Administrative fees of less than 50 euros, tips, fees for a visa and the premium paid in exchange for subscription of this contract are not refundable.

### **WHEN DO YOU HAVE TO REPORT THE CLAIM?**

#### **Two steps**

- 1/ From the first signs of illness or upon becoming aware of the event giving rise to the guarantee you must advise **IMMEDIATELY notify your travel agency.**

**If you later cancel the trip with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special terms of sale of the travel agency.**

- 2/ Furthermore, you must report the incident to MUTUAIDE – Service Assurance within five working days following the event that triggers the guarantee.

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

**Your written claim must be accompanied by:**

- in the event of illness or accident, a medical certificate and/or an administrative report of hospitalization specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status record,
- in other cases, any document of confirmation justifying the reason for your cancellation.

**You must provide MUTUAIDE – Service Assurance with the documents and medical information necessary for examination of your case, using the pre-printed “Service Médical” envelope, which we will send to you upon receipt of**

the claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your attending physician and send them by means of the pre-printed envelope mentioned above, to MUTUAIDE – Service Assurance.

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

- ✓ All photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- ✓ statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- ✓ the original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- ✓ The number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, of the witnesses,
- ✓ in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- ✓ And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

#### **WHAT WE EXCLUDE**

The Cancellation guarantee does not cover the impossibility of leaving linked to the closing of borders, material organization, accommodation conditions or security of the destination.

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

#### **2/ EXPENSES FOR INTERRUPTION OF STAY – LATE ARRIVAL**

Following an interruption of stay or a late arrival we will refund the amount of the rent not incurred in taking possession of the premises, as a consequence of one of the events listed below:

- **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), serious bodily injury or death, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before reserving your rental** (with the understanding that, for calculation of the reimbursement, the date of first medical observation of the aggravation, evolution or relapse, will be taken into account):

- Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,
- Any circumstance that is only a mere inconvenience,
- Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- Forgotten vaccination,
- Default of any kind, including financial, of the transporter making it impossible to fulfil its contractual obligations,
- Any medical event for which the diagnosis, symptoms or the cause thereof are of a mental, psychological or psychiatric nature, and which has not given rise to hospitalization for more than 3 consecutive days after subscribing this Contract,
- Pollution, local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any other event occurring between the date of subscription of the Insurance contract and the date departure of your trip
- Any event occurring between the date of purchase of the trip and the date of purchase of the Insurance contract.
- The absence of hazard,
- An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- Due to the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- Due to an act of negligence on your part,
- Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,
- Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure of the departure of the passport or identity card.

- yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
- your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of the subscription,
- the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or

the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

- **Serious property damage** including following a natural disaster or major theft, occurring at the Insured's home or business premises or on the farm which he owns, leases or occupies free of charge, and imperatively requiring his presence on the premises to carry out the necessary mitigation procedures.
- **Your notice-to-appear which is imperative, unforeseeable and unable to be postponed** from a government administration for a date during the planned trip, and provided that the notice-to-appear was not known when the Contract was subscribed.

**It is specified that in the event of delay, the event must occur within the five days preceding the contractual date of taking possession of the premises.**

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

#### WHAT WE EXCLUDE

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

- **Refund requests from the transport ticket office,**
- **Claims for reimbursement of services not appearing on the travel registration form and, therefore, not guaranteed (even if these services are purchased from the local representative of the organizer on site),**
- **Interruptions of stay for which the causal event was known before the departure for the trip,**

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

- 1/ From the first signs of illness or from the time of awareness of the event leading to the guarantee, the Renter must **IMMEDIATELY notify the Owner or Subscriber.**
- 2/ Furthermore, the Subscriber must declare the claim to MUTUAIDE – Service Assurance within five working days of becoming aware of it, except in the event of unforeseen

### 3/ CIVIL LIABILITY AT PLACE OF STAY

#### **1. Definition**

**INSURED:** The tenant, a natural person party to the Rental Agreement and designated (Last name, First name, address) on the Rental Agreement - Have the capacity of Insured, the spouse of the Insured, his or her children or those of their spouse as well as any other persons participating with the Insured Party in the stay covered by the Rental Agreement

**RENTED PROPERTY:** property covered by the temporary rental contract (house or apartment) including the movable property listed in the inventory attached to the rental contract.

#### **2. Civil Liability Guarantee place of stay We cover**

- the financial consequences of civil liability that the insured may incur:
- towards third parties due to:
  - bodily harm, property damage and consecutive consequential losses

circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for constitution of the file and, thus, prove the merits and the amount of the claim.

The claim declaration must be accompanied by the following documents:

- The signed copy of the reservation contract,
- a copy of the document proving the late arrival or early departure of the Renter,
- the list of names of those registered for the stay,
- a copy of the premium slip on which the insurance subscription appears,
- the duly completed claim declaration document.

MUTUAIDE – Service Assurance will acknowledge receipt of the claim and send an additional request to the Renter (or to the Tenant if the latter is different), with supporting documents to be provided, which will include:

- in the event of illness or accident, a medical certificate and/or an administrative report on hospitalization specifying the origin, nature, severity and foreseeable consequences of the illness or accident, as well as a medical questionnaire to be completed by the attending physician
- in case of death, a death certificate, accompanied by a photocopy of the family record book proving the family relationship,
- in other cases, any document justifying the late arrival or early departure,
- And any other necessary document.

**In addition, it is expressly agreed that the Renter (or the Tenant if the latter is different) accepts in advance the principle of a, examination by the Insurer's medical adviser. If he objects to it without a legitimate reason, he will lose his entitlement to the guarantee.**

**Following a fire, an explosion, water damage having originated in the property rented and occupied by the insured (terms defined in part 6 of this document)**

- vis-à-vis the **owner** due to:
  - property damage caused to the rented property
  - consecutive consequential losses (loss of rent and consecutive loss of use)

**Following a fire, an explosion, water damage having originated in the property rented and occupied by the insured. (terms defined in part 6 of this document)**

**We do not cover**

**In addition to the general exclusions of your contract, the following exclusions:**

- **Damage to property, objects or animals owned by the insured;**
- **Damage not involving the civil liability of the Insured;**

- Damage that arises outside the insured property occupied or made available to the Insured;
- Damage occurring outside the rental period mentioned in the Rental Agreement;
- Harm to animals;
- Harm to valuables;
- Facilities located outside the rented buildings that do not belong to the owner.
- Damage to plants and vegetation;
- Civil liability of the Insured in the event of payment default for the rented Property;
- Damage suffered when the premises containing the Insured objects are occupied by Third Parties other than the tenant;
- Damage resulting from a lack of maintenance by the Renter or the owner of the rented Property;
- Damage resulting from use of the rented Property or of entrusted movable property not in accordance with the Rental Agreement;
- The consequences of contractual commitments exceeding those by which the tenant is legally bound;
- Breakdown of equipment made available to the Insured;
- Breakage of rented movable property;
- missing items in the inventory;
- Damage to property falling into a burning fireplace;

- Fire damage resulting from a campfire or a chimney fire that had not been swept
- at the time of occurrence of the damage:
- Damage resulting from deliberate damage, cigarette burns or caused by any other smoking article;
- Leaks, backflow, overflow or flooding from bodies of water, streams, springs;
- Any damage caused by humidity, condensation, mist or smoke;
- Any damage resulting from breakage, overflows from removable or inflatable swimming pools;
- breakage of the windows of the leased property, including breakage of the glass of the usual furniture;
- Theft of entrusted property;
- The theft or loss of keys to the rented Property

### 3. Where are your guarantees exercised?

Worldwide for stays or trips not exceeding 90 consecutive days. It is reminded that the applicable regulations correspond to the legislation of the country in which the incident occurred, within the limits of the private life civil liability cover provided for in your Residential policy.

### 4. What are the limits of your guarantees?

NATURE DES GARANTIES	PLAFONDS DE GARANTIE	FRANCHISES
Dommages corporels, matériels et immatériels consécutifs causés aux Tiers du fait de l'occupation des locaux	500 000 € par sinistre	300 € par sinistre
➤ Dont dommages matériels consécutifs	50 000 € par sinistre	
Dommages matériels et immatériels consécutifs causés au propriétaire	500 000 € par sinistre	300 € par sinistre
➤ Dont dommages immatériels consécutifs	50 000 € par sinistre	
➤ Dont dommages causés aux biens mobiliers listés dans l'inventaire joint au contrat de location	20 000 € par sinistre	50 € par sinistre
➤ Dont dommages causés aux biens mobiliers listés dans l'inventaire joint au contrat de location sans factures justificatives	200 € par sinistre	

### 5. - What are the general exclusions of your contract?

We never insure:

- damage suffered by:
  - motorised land vehicles subject to compulsory insurance, sailboats, boats and motor boats, air navigation devices including microlights and paramotors, category B to G drones, of which the insured has ownership, use or custody;
  - coined cash;
  - titles of all kinds;
  - property located outside the rented buildings.
- The consequences:
  - the fault of the insured, whether intentional or fraudulent
  - acts of war;
  - the handling of war machines for which possession is illegal;
- damage or aggravation of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionizing radiation, except if it results from attacks or acts of terrorism (law of 23/01/06);
- payment of fines;
- the consequences of the insured's participation in a bet;

- storage, transport and use of fireworks for which use is regulated;
- the consequences of any claims related to a professional activity;
- In addition to these general exclusions, there are specific exclusions that appear in each of the guarantees in the contract.

### 6. - Definition of insurance terms

#### ACCIDENT

Any sudden, unforeseen event external to the victim or to the damaged property and constituting the cause of the damage.

#### OTHERS

Any natural person or legal entity other than the insured or the subscriber.

#### INSURED PROPERTY

Tourist premises rented by the insured on a private and temporary basis as well as their contents listed in the inventory.

#### RENTAL CONTRACT

Contract established between the Renter and the Insured for the availability of the rented Property. The rental contract must provide the following information: address of the rental, description of the accommodation, duration of the rental with the dates of arrival and departure, date of signature of the



contract, signatures of the parties, identity of the occupants, address of the tenant, rental price including VAT, the amount of the deposit paid when booking and that of the security deposit paid when entering the premises.

#### **WATER DAMAGE**

Water leaks, breaks, overflows from all water or heating devices.

#### **BODILY HARM**

Any alteration of physical or mental capacities following an accident.

#### **CONSECUTIVE CONSEQUENTIAL LOSSES (loss of rent / loss of use)**

Any damage resulting from the deprivation of use of a right, from the interruption of a service rendered by a person or property, from the loss of profit following covered property damage.

#### **PROPERTY DAMAGE**

Any damage or disappearance of property or a domestic animal.

#### **DURATION OF THE GUARANTEES**

The guarantees are acquired for the duration provided for in the rental contract (between arrival date and departure date).

#### **EXPLOSION**

The sudden and violent action of the pressure or depression of gas or vapour.

#### **DEDUCTIBLE**

The portion of the loss payable by you in the settlement of a claim.

#### **EXPLOSION**

The sudden and violent action of the pressure or depression of gas or vapour.

#### **FIRE**

Burning with flames outside a normal fireplace; the direct fall of lightning; accidental release of smoke

#### **OBJECT OF VALUE**

Jewellery of any value, works of art, watches, carpets and tapestries valued at over 300 €.

#### **TIME LIMIT**

Period beyond which no complaint is admissible.

#### **TYPE OF LOSS**

All the consequences of a harmful event leading to the application of one of the guarantees specified in the contract. Claims originating from the same event constitute a single claim.

#### **SUBSCRIBER**

The policyholder, natural person or legal entity, that subscribes the insurance contract and that has agreed to pay the insurance premium.

#### **SUBROGATION**

The legal situation by which the rights of a person are transferred to another person (notably: substitution of the Insurer for the Subscriber for the purposes of legal proceedings against the opposing party).

#### **COMPLAINT**

Involvement of the liability of the Insured by the Renter.

#### **CLAIMANT**

Anyone other than the insured.

#### **DEPRECIATION**

Depreciation of the value of property caused by use, time or obsolescence.

### **7. – Provisions applicable in the event of action involving the liability of the insured**

In the event of legal action involving a person whose liability is insured under this contract and within the limits of it:

- before the civil or administrative courts when the lawsuit concerns application of the tenant civil liability guarantee of this contract,
- before the criminal courts when civil interests concerning a Civil Liability guarantee are at stake and the victim(s) have not been compensated, we have the right to lead the defence of the insured or to join it and, on behalf of the civilly liable insured, to exercise the avenues of recourse.

However, we can only exercise recourse with the agreement of the insured, if he has been cited as notified, with the exception of appeal to the Court of Cassation when it is limited to civil interests.

However, we can exercise the avenues of recourse without the consent of the insured in the event of a summons for homicide or unintentional injury and if we were involved in the trial.

We alone have the right to negotiate with injured parties or their beneficiaries. The insured gives us all powers for this purpose.

### **No acknowledgment of responsibility or settlement having occurred without our agreement is enforceable against us.**

However, recognition of a material fact or the mere fact of an act of assistance that everyone has a legal or moral duty to perform is not considered an acknowledgment of responsibility. When a transaction has taken place, it can be contested before the judge by the party on whose behalf it was done, without calling into question the amount of the sums allocated to the victim or his beneficiaries.

### **8. – Our intervention in case of a claim**

#### **The formalities to be observed**

You must report the claim as soon as you become aware of it and no later than 5 working days.

**In the event of failure to comply with the deadline for reporting the claim and to the extent that we can establish that this results in prejudice for us, you lose the benefit of the guarantees of your contract for the claim concerned, unless it involves unforeseen circumstances or force majeure.**

**If you do not complete the formalities or do not respect the time frames for submitting documents, we may claim damages from you proportionate to the resulting loss for us.**

You must

- make every effort to limit the consequences of the loss as much as possible;
- Indicate:
  - . the nature of the loss,
  - . the circumstances under which it occurred,
  - . the known or presumed causes or consequences,
  - . the nature and approximate amount of the damage,
- send us, within 20 days (except in cases of force majeure), an estimated statement, certified true and signed, of the damage caused;
- Send us, within 48 hours of receipt, all notices, letters, notices to appear, summonses or subpoenas, extrajudicial documents or procedural documents which are sent to you or notified concerning the incident;

- take all precautionary measures to protect to and safeguard the insured items.

### **Terms of application of the guarantee amounts**

#### **- Determination of sums insured**

The guarantee is granted either per claim or per insurance year, regardless of the number of claims, up to the amounts and subject to the deductibles indicated in the special conditions or in the table of guarantee amounts and deductibles.

The costs of legal action, discharge and other settlement costs will not be deducted from the amount of the guarantee. However, in the event of a conviction exceeding this amount, they will be the responsibility of the Company and of the insured in the proportion of their respective shares in the conviction.

#### **- Provisions relative to guarantees set per claim**

In all cases where a guarantee is granted up to an amount set per claim, it is exercised for all claims relating to a loss or all losses resulting from a harmful event or a set of harmful events having the same technical cause.

The amount retained is that applicable on the date of the harmful event (or of the first harmful event for a set of harmful events having the same technical cause).

It is then automatically reduced by compensation paid or due until it is exhausted.

### **Compensation for damage to the building**

We cover the building for its full replacement value, i.e., on the basis of a value equal to that of reconstruction of the building on the day of the incident with materials of identical quality (current materials, performances equal to those of the damaged building and in common use in the region), subject to the following provisions.

#### **- The reconstruction value, determined by the expert, is lower than the market value of the building on the day of the loss event:**

We deduct the portion of depreciation exceeding 25% from the valuation at replacement value. However, since reconstruction of the building has to be carried out within 2 years following the incident and on the site of the damaged building, without significant modification of its initial purpose, the above compensation terms are modified in the following cases:

- if the impossibility of reconstruction is due to a case of force majeure that does not exist, or is unknown to the insured when the contract is subscribed, the portion of depreciation exceeding 12.5% is deducted;
- if the impossibility of reconstruction is due to a case of force majeure existing when the contract was subscribed and if we prove that the insured was aware of it at the time of this subscription, the percentage corresponding to the total depreciation is deducted.

#### **The reconstruction value, determined by the expert, is greater than the market value of the building on the day of the loss event:**

- if the building is not rebuilt within 2 years of the loss, we will pay you compensation corresponding to the market value of the building on the day of the loss;

- if the building is rebuilt within 2 years of the incident on the site of the damaged building without significant modification of its initial purpose, we will pay you compensation corresponding to the complement between the replacement value and the market value. We deduct from the replacement value the portion of depreciation exceeding 25%.

With regard to buildings constructed on the land of others, in the event of reconstruction undertaken on the rented premises within one year from the close of the appraisal, compensation is paid as the work is carried out.

If the building is not rebuilt, if it results from an act having a certain date before the incident for which you were, at any time, to be reimbursed by the owner for all or part of the construction, the compensation cannot exceed the sum stipulated in the lease for this purpose.

In the absence of agreement between the owner and the tenant or in the absence of a response, our compensation is equal to the value of the materials appraised as demolition materials.

### **Compensation for damage to furnishings**

Compensation is granted for the usual furnishings, within the limit of the amount indicated in your personal conditions, at replacement value, i.e., on the basis of a value equal to that of the replacement of the objects on the day of the loss with products current ones of equal performance, subject to the following provisions:

- we deduct the portion of depreciation exceeding 25% from the valuation at replacement value.
- However, replacement of the furniture must take place within 2 years following the loss, if you do not justify replacement of the furniture by the production of invoices, our compensation is calculated after deduction of all the depreciation;
- we deduct the entire amount of depreciation from the valuation at replacement value for the property hereafter.
  - the furnishings in the cellars;
  - the laundry;
  - motorised devices of all kinds, motors and electrical and electronic devices, electrical conduits and their accessories, office automation equipment and its accessories.

The depreciation is estimated on a flat-rate basis on the amount of this property, replaced or repaired (labour deducted), at:

- 1% per month, i.e. 10% per year, with a maximum of 80% for motorised devices of any kind, motors and electrical and electronic equipment, office automation equipment and its accessories;
- 2.50% per year, with a maximum of 50% for transformers.

### **Application of deductibles and intervention thresholds**

When a deductible is specified, you keep at your expense:

- any damage for which the amount does not exceed that of the deductible;
- the amount of the deductible, when the amount of damage is greater than the deductible.

### **False declarations**

**In case of false statements made knowingly about the nature,**

**causes, circumstances or consequences of a loss, for the loss in question you lose the benefit of the guarantees of your contract.**

#### **Multiple insurance policies**

In the event of a claim covered by several insurance policies, you can obtain compensation for your losses by contacting the insurer of your choice, regardless of the date that which the insurance policy was subscribed.

You must, in this case, tell us the name of the insurers concerned and the amount of sums insured with them.

However, the guarantees in your contract only take effect within the limits stated above.

**When several insurance policies against the same risk are taken out fraudulently or with the intention of deceiving us, we can invoke invalidity of the contract and claim damages.**

#### **Calculation of compensation**

If the compensation cannot be determined by mutual

agreement, it is assessed by means of an amicable assessment, subject to our respective legal rights.

You have the possibility of being assisted by an expert; If your expert and ours are not in agreement, they call upon a third expert and all three work together and decide by a majority of votes.

If one of us fails to designate an expert or if the two experts fail to agree on the choice of a third, the designation is made by the Presiding Judge at the Tribunal de Grande Instance at the domicile of the insured or at the place where the loss occurred. Each of us pays the costs and fees of his expert and, if necessary, half of those of the third.

#### **9. – The life of the contract**

##### **When does it take effect? For how long?**

The contract is taken out for the duration of the rental provided for in the rental contract signed between the owner and insured tenant.

### **ARTICLE 3 – DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS**

You are sick, injured, or die during a covered trip. We intervene under the following conditions:

#### **TELE-CONSULTATION BEFORE DEPARTURE**

For any request for information and useful information for the organization and the smooth running of your travel, you can contact us before your trip 24 hours a day, 7 days/week. The information concerns the following areas:

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

Our doctors are also available for any information you may need in case of a trip taking place during an epidemic or pandemic.

The information is communicated by telephone and is not the subject of a written confirmation or sending of documents.

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

However, whatever the time of the call, we welcome and note your requests as well as your contact details to be able to call you back to provide you with the expected answers.

#### **REPATRIATION OR MEDICAL TRANSPORT:**

You are injured or become ill, including in the context of an epidemic or a pandemic, during a covered trip. We organize and cover your repatriation to your home or to a hospital near you. Only medical requirements are taken into account to determine the date of repatriation, the choice of means of transport or place of hospitalization.

The repatriation decision is taken by our medical consultant, after consulting the temporary practitioner and perhaps the

family doctor.

During your repatriation, and on instructions from our medical consultant, we organize and cover the transport of a person to accompany you.

**Any refusal of the solution offered by our medical team will lead to cancellation of the personal assistance guarantee.**

#### **VISIT OF FAMILY MEMBER/CLOSE FRIEND**

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 5 days. We organize and cover the Round-trip transport by train in 1st class or by plane in economy class, of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

Our cover for accommodation is up to the amount indicated in the Table of Guarantees.

**In any event, the cost of dining or other expenses remain the responsibility of this person. This cover cannot be combined with the “Repatriation of accompanying persons” cover.**

#### **RETURN IMPOSSIBLE:**

Your flight has been cancelled following measures to restrict the movement of populations in the event of an epidemic or pandemic taken by the local government or the airlines.

If you are required to extend your stay, we will organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

We organize and cover your repatriation to your home, within the limit indicated in the Table of Guarantees.

#### **HOTEL COSTS FOLLOWING PLACEMENT INTO QUARANTINE**



If you are required to extend your stay following your placement into quarantine, we will organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

#### REPATRIATION OF REMAINS

You die during a covered trip. We organize the repatriation of your remains to the place of the funeral in your country of residence.

In this context, we cover:

Charges for transport of remains,

Costs related to conservation care imposed by applicable legislation,

The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

#### EARLY RETURN

If you have to prematurely interrupt your trip in the cases listed below, we will cover your additional transport costs and those of the beneficiary members of your family or of a person insured under this contract accompanying you, if the transport tickets provided for your return and theirs cannot be used because of this event, on the basis of a train ticket in 1st class or a plane ticket in economy class.

We intervene in the event of:

- hospitalization of a member of your family, of a person responsible for the care of your child of minor age and/or disabled who stayed at home or your professional replacement.
- death of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home, of your professional replacement,
- serious event affecting your main residence in your country of residence.

#### COVER OF LOCAL TELEPHONE PLAN

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

#### REPLACEMENT DRIVER

You are ill or injured during a covered trip 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 will provide you with a driver to return the vehicle to your place of residence by the most direct route.

We cover the travel costs and the driver's salary.

The driver is required to comply with labour legislation and, in particular - in the current state of French regulations - must observe a 45-minute stop after 4.5 hours of driving, with the overall daily driving time not exceeding 9 hours.

If your vehicle is more than 8 years old and/or has more than 150,000 km on the odometer, or if its condition and/or load capacity do not comply with the standards defined by the French Driving Code, you must let us know. We then reserve the right not to send a driver.

In this case, and replacing the provision of a driver, we provide and pay for a train ticket in 1st class or a plane ticket in economy to collect the vehicle.

This service only applies in the following countries:

France (including Monaco, Andorra, except overseas departments and territories, COM and sui generis communities), 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 dining for any passengers remain your responsibility.**

#### EXPENSES FOR SEARCH AND RESCUE

We cover, up to the amount indicated in the Table of Guarantees, the costs for search and rescue at sea or in the mountains following an event that puts your life at risk. Only the costs billed by a company duly approved for these activities can be reimbursed.

**In any case, we cannot take the place of local emergency relief organizations.**

#### PSYCHOLOGICAL SUPPORT FOLLOWING PLACEMENT INTO QUARANTINE

In case of significant trauma following your placement into quarantine related to an epidemic or pandemic, we can, at your request, put you in telephone contact with a psychologist, during the period of quarantine, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

#### EMERGENCY SUITCASE

In the event that you no longer have enough usable personal effects at your disposal due to your quarantine or your hospitalization following an Epidemic or Pandemic, we cover, on presentation of supporting documents, basic necessities, up to the amount indicated in the Table of Guarantees.



## ARTICLE 4 - EXCLUSIONS FROM ASSISTANCE TO PERSONS

We do not become involved under the following circumstances:

- ✓ Travel taken for the purpose of diagnosis and/or treatment,
- ✓ Medical and hospitalization expenses in the country of residence,
- ✓ Drunkenness, suicide or attempted suicide and their consequences,
- ✓ Any voluntary mutilation of the Beneficiary/Insured,
- ✓ Ailments or benign injuries which can be treated on site and/or which do not prevent the Beneficiary/Insured from continuing their trip,
- ✓ The conditions of pregnancy, unless there are unforeseeable complications, and in all cases, the conditions of pregnancy beyond the 36th week, abortion, the consequences of childbirth,
- ✓ Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,

- ✓ Illnesses diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,
- ✓ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ✓ Prosthesis costs: optical, dental, acoustic, functional, etc.
- ✓ The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee.
- ✓ The costs of spa treatment, cosmetic treatment, vaccination and the associated costs,
- ✓ Stays in a nursing home and the associated costs,
- ✓ Rehabilitation, physiotherapy, chiropractic and related expenses,
- ✓ Expected hospitalizations.

## ARTICLE 5 - GENERAL EXCLUSIONS

We do not become involved under the following circumstances:

- ✓ Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- ✓ Expenses for dining, hotel, except those specified in the description of guarantees,
- ✓ Damage intentionally caused by the Beneficiary/Insured and that resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- ✓ The amount of convictions and their consequences,
- ✓ The use of narcotics or drugs not prescribed medically,
- ✓ The state of alcoholic intoxication,
- ✓ Customs duties,
- ✓ Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- ✓ The professional practice of any sport,
- ✓ Participation in competitions or endurance or speed tests and their preparatory trials, aboard any land, water or air locomotion vehicle,
- ✓ The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- ✓ Expenses incurred after the return trip or expiration 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, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ✓ Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorized by the local authorities,
- ✓ Official prohibitions, seizures or constraints by the public authorities,
- ✓ Use by the Beneficiary/Insured of air navigation devices,
- ✓ The use of war devices, explosives and firearms,
- ✓ Damage resulting from intentional or wilful misconduct by the Beneficiary/Insured in accordance with article L.113 of the Insurance Code,
- ✓ Suicide and attempted suicide,
- ✓ Epidemics and Pandemics, unless otherwise stipulated in the guarantee, pollution, natural disaster,
- ✓ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ✓ Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

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



pollution and natural disasters, the effects of radiation or any other unforeseen event or force majeure, as well as their

consequences.

## ARTICLE 6 – OPERATING RULES FOR ASSISTANCE SERVICES

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

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

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Beneficiary to justify the capacity that he invokes and to provide, at his expense, the documents and items proving this right.

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

**MUTUAIDE ASSISTANCE can in no way replace the local emergency relief organizations and intervene within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the costs of transport**

**by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.**

The interventions that MUTUAIDE ASSISTANCE comes to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, linked to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of a Beneficiary, the latter must return the ticket initially foreseen and unused.

MUTUAIDE ASSISTANCE decides on the nature of the air ticketing made available to the Beneficiary according to the possibilities offered by the air carriers and the duration of the trip.

## ARTICLE 7 – CONDITIONS OF REIMBURSEMENT

Refunds to the Beneficiary can only be made by us upon presentation of original paid invoices corresponding to costs incurred with our approval.

Refund requests must be sent to:

**MUTUAIDE ASSISTANCE**

**Service Gestion des Sinistres**

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

## ARTICLE 8 – HANDLING OF COMPLAINTS

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 0155985846 or by writing to [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr) for the Assistance guarantees listed below:

- ✓ Tele-consultation before departure
- ✓ Repatriation or medical transport
- ✓ Visit of family member/close friend
- ✓ Return impossible
- ✓ Repatriation of remains
- ✓ Early return
- ✓ Cover of local telephone plan
- ✓ Replacement driver
- ✓ Payment of expenses for search and rescue
- ✓ Psychological support on site
- ✓ Emergency suitcase

If you are not satisfied with the answer you get, you can send a letter to:

**MUTUAIDE SERVICE QUALITÉ 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 at:

**La Médiation de l'Assurance**

**TSA 50110**

**75441 Paris Cedex 09**

3. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.47 or by writing to [gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr) for the Insurance guarantees listed below:

- ✓ Cancellation
- ✓ Fees for interruption of stay
- ✓ Civil liability

If you are not satisfied with the answer you get, you can send a letter to:

**MUTUAIDE**

**Service Assurance 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 at:

**La Médiation de l'Assurance**

**TSA 50110**

**75441 Paris Cedex 09**

4. In the event of difficulty in implementing the Civil Liability in Private Life Abroad and the Individual Accident guarantees, the Subscriber or the Insured may send their complaint to:

**GROUPAMA RHONE ALPES AUVERGNE**

**50 rue de Saint - Cyr – 69251 LYON CEDEX 09**

**Or service-consommateurs@groupama-ra.com**

The Insurer acknowledges receipt of the complaint within a period which must not exceed 10 working days from receipt thereof, unless the response itself is provided to the customer

within this period. It sends the response to the insured within a period which must not exceed two months from the date of receipt.

Lastly, if your disagreement persists after the answer has been given, you may refer the matter for Insurance Mediation provided that no legal action has been taken:

**La Médiation de l'Assurance**

**TSA 50110**

**75441 Paris Cedex 09**

The Insurance Mediation service is not competent to render decisions concerning contracts subscribed to cover professional risks.

## ARTICLE 9 – COLLECTION OF DATA

The Beneficiary acknowledges being informed that the Insurer processes his personal data in accordance with the regulations on the protection of personal data in effect and that in addition:

- the answers to the questions asked are mandatory and that, in the event of false declarations or omissions, the consequences for him may be invalidity of enrolment in the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for acceptance and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in accordance with the durations specified by the provisions relative to time limits.
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of their duties.

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

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

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the

Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors contracts, which may result in the drafting of a declaration of suspicion or a measure of freezing of assets.

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

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

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

In this context, personal data concerning him (or concerning persons or parties who are concerned by the contract may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, legal officers; third-party organizations authorized by a legal provision and, if 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 is relevant. In the event of a relevant alert, the data is kept for up to five (5) years following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

For people registered on a list of suspected fraudsters, their data is deleted

5 years after the date of placement on this list.

- In its capacity as Insurer, it is founded in carrying out the processing of data relative to violations, condemnations and

measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of managing legal action.

- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- Personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By proving his identity, the Beneficiary has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data.

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

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

- By email: to the address 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 making a request to the Data Protection Officer and not having obtained satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

## ARTICLE 10 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary, against any person responsible for the facts which justified its involvement. When the services

provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

## ARTICLE 11 – TIME LIMIT

In application of article L 114-1 of the Insurance Code, any action resulting from this contract is time-barred two years after the event giving rise to it. This period is extended to ten years for death guarantees, with the actions of beneficiaries being time-barred, at the latest, thirty years after this event.

However, this period does not run:

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

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

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

- recognition by the debtor of the right of the party against whom the time limit was reached (article 2240 of the Civil Code);
- a lawsuit, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or

allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);

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

It is reminded that:

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

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

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

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

The time limit can also be interrupted by:

- the appointment of an adjuster following a claim;
- sending a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for





payment of the contribution, and sent by the Insured to the Insurer regarding settlement of the claim).

## ARTICLE 12 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relative to determination and payment of benefits shall be submitted, by one of the parties, in the absence of amicable

resolution, to the competent court at the domicile of the beneficiary, in accordance with the provisions of article R 114-1 of the Insurance Code.

## ARTICLE 13 – FALSE DECLARATIONS

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

- Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8 of the Insurance Code.

- Any omission or inaccurate declaration on your part for which bad faith is not established results the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in indemnities of the Insurance Code, as indicated in article L 113.9.

## ARTICLE 14 – REGULATORY 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.

## HOW TO CONTACT OUR MUTUAIDE ASSISTANCE SERVICE

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX 7  
days/week – 24 hours/day

- **by phone from France: 01.55.98.58.46**  
*(Call not surcharged, cost according to operator, call may be recorded)*
- **by phone from abroad: 33.1. 55.98.58.46 preceded by the local access code international network**  
*(Call not surcharged, cost according to operator, call may be recorded)*
- **by fax: 01. 45.16.63.92**
- **by e-mail: [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)**

To allow us to intervene in the best conditions, remember to gather the following information that will be requested during your call:

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

At the time of the first call, an assistance case number will be provided to you. Provide it each time that you are in contact with our Assistance Service.

## HOW TO CONTACT OUR INSURANCE SERVICE

### MUTUAIDE – Service Assurance

TSA 20296 - 94368 BRY SUR MARNE CEDEX  
Monday to Friday from 9:00 a.m. to 6:00 p.m.

- **by phone from France: 01.55.98.58.47**  
*(Call not surcharged, cost according to operator, call may be recorded)*
- **by phone from abroad: 33.1. 55.98.58.47 preceded by the local access code international network**  
*(Call not surcharged, cost according to operator, call may be recorded)*
- **by e-mail: [gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr)**

Remember to gather the following information that will be requested during your call:

- The number of your contract,
- Your last and first names,
- Your home address,
- The phone number where we can reach you,
- The reason for your declaration.

At the time of the first call, an insurance case number will be provided to you. Provide it each time that you are in contact with our Insurance Service.