

MULTI-RISK CONFORT

Group Travel Contract no. 6220



**FOR ANY INSURANCE CLAIM PLEASE DECLARE ON THE WEB SITE:
sinistre.assurinco.com**

Monday to Friday from 9:00 a.m. to 5:00 p.m.
By phone from France: 05.34.45.31.51
None claim will be taken by phone

ASSURINCO

122 bis, quai de Tounis BP 90 932 - 31 009 Toulouse Cedex, France



For any ASSISTANCE claim, please contact MUTUAIDE ASSISTANCE

7 days a week / 24 hours a day
By phone from France: 01.45.16.43.95
By e-mail: voyage@mutuaide.com

MUTUAIDE

126 rue de la Piazza - CS20010 - 93196 Noisy le Grand Cedex, France

**ATTENTION: you must obtain prior approval from
mutuaide assistance before incurring any expenses**

General provisions valid for all subscriptions from 1st January 2023

CONTENTS

CONTENTS	2
THE TABLE OF GUARANTEES	4
GENERAL PROVISIONS	7
CONDITIONS COMMON TO ALL GUARANTEES	7
WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?.....	9
WHAT IS THE DURATION OF THE CONTRACT?.....	9
HOW IS YOUR COMPENSATION CALCULATED?.....	9
HOW SOON WILL YOU BE COMPENSATED?.....	9
EXCLUSIONS COMMON TO ALL RISKS	9
WHAT PENALTIES ARE APPLICABLE IN CASE OF FALSE DECLARATION ON YOUR PART?	10
WHAT PENALTIES ARE APPLICABLE IN CASE OF FALSE DECLARATION ON YOUR PART?	10
WHAT ARE THE PROCEDURES FOR EXAMINING CLAIMS?	10
COLLECTION OF DATA.....	11
MULTIPLE INSURANCE POLICIES.....	12
SUBROGATION	12
WHAT IS THE TIME LIMIT?	12
EXERCISE OF THE RIGHT OF RETRACTION PROVIDED FOR IN ARTICLE L.112-10 OF THE INSURANCE CODE (HAMON LAW)	13
WHAT LAW IS APPLICABLE TO THIS CONTRACT AND THE TERMS OF SETTLEMENT IN THE EVENT OF A DISPUTE?.....	13
WHAT IS THE INSURER'S SUPERVISORY AUTHORITY?	13
DETAIL OF THE GUARANTEES	13
TRAVEL CANCELLATION.....	13
WHAT DO WE COVER?.....	13
IN WHAT CASES DO WE INTERVENE?	13
FOR WHAT AMOUNT DO WE INTERVENE?	15
WHEN DO YOU HAVE TO REPORT THE CLAIM?.....	15
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	15
MISSED DEPARTURE – MISSED RETURN	15
MISSED DEPARTURE	16
MISSED RETURN.....	16
BAGGAGE	16
WHAT DO WE COVER?.....	16
WHAT ARE THE LIMITS OF OUR GUARANTEE?.....	16
LATE DELIVERY	17
THEFT OF IDENTITY DOCUMENTS.....	17
FOR WHAT AMOUNT DO WE INTERVENE?	17
HOW IS YOUR COMPENSATION CALCULATED?.....	17
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	17
WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE BAGGAGE, OBJECTS OR PERSONAL EFFECTS?	18
DELAY IN TRANSPORT PLANE / TRAIN / BOAT	18
DEFINITIONS.....	18
WHAT IS THE NATURE OF THE GUARANTEE?	19
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	19
ASSISTANCE FOR REPATRIATION	19

WHAT DO WE COVER?.....	19
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	23
INTERRUPTION OF STAY AND ACTIVITIES	23
WHAT DO WE COVER?.....	23
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	24
WHAT DO WE COVER?.....	24
FOR WHAT AMOUNT DO WE INTERVENE?	24
WHEN DO YOU HAVE TO REPORT THE CLAIM?.....	24
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	25
CIVIL LIABILITY AND PRIVATE LIFE	25
THE CONTRACT	25
YOUR GUARANTEES.....	27
OUR INTERVENTION IN CASE OF A CLAIM.....	30
COMPENSATION	31
LEGAL INFORMATION	31
VIP PACK.....	32
WHAT DO WE COVER?.....	32
IN WHAT CASES DO WE INTERVENE?	32
FLEXI CANCEL OPTION CANCELLATION WITHOUT PROOF	33
IN WHAT CASES DO WE INTERVENE?	33
FOR WHAT AMOUNT DO WE INTERVENE?	34
WHEN DO YOU HAVE TO REPORT THE CLAIM?.....	34
WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?	34

THE TABLE OF GUARANTEES

GUARANTEES	MAXIMUM AMOUNT INCL. TAX	DEDUCTIBLES
TRAVEL CANCELLATION		
Serious illness, serious bodily harm, death		50 € / person
Cancellation for all justified causes	50,000 € / person 135 000 € / event	10 % of amount of fees with a minimum de 50 € / person and a maximum of 150 € / case
TRAVEL CANCELLATION IN CASE OF AN EPIDEMIC OR PANDEMIC		
Cancellation for serious illness following an epidemic or pandemic	50,000 € / person 135 000 € / event	10 % of amount of fees with a minimum de 50 € / person
Cancellation for denied boarding at the airport, railway station, bus station or port of departure, or following temperature-taking	50,000 € / person 135 000 € / event	10 % of amount of fees with a minimum de 50 € / person
Cancellation for lack of vaccination against COVID-19	50,000 € / person 135 000 € / event	10 % of amount of fees with a minimum de 50 € / person
MISSED DEPARTURE / MISSED RETURN		
Missed departure or missed return	1,000 € / person 10 000 € / event	No deductible
BAGGAGE		
Loss, theft, deterioration	With presentation of supporting documentation : 2,000 € / person 20 000 € / event	50 € / case
Loss, theft, deterioration	Without presentation of supporting documentation : 150 € set amount / person 750 € / event	No deductible
Precious objects	500 € / person	50 € / case
Personal items	1,000 € / person	50 € / case
Delivery delays	With presentation of supporting documentation: 300 € / person Without presentation of supporting documentation : 50 € set amount / person	No deductible No deductible
Theft of identity documents	200 € / person	No deductible
LATE TRANSPORT		
Delay of 4 to 7 hours	100 € / person 1 000 € / event	No deductible
Delay of more than 7 hours	200 € / person 2 000 € / event	No deductible
ASSISTANCE FOR REPATRIATION		
<i>See details of the maximum support depending on your country of residence</i>		
ASSISTANCE IN CASE OF ILLNESS OR INJURY		
Medical repatriation or transport in the event of an illness linked to an epidemic or pandemic	Real expenses	No deductible
Assistance for repatriation or transport	Ticket for transport	No deductible
Return of children under age 15	Round-trip transport ticket	No deductible
Presence in case of hospitalization	Ticket + Hotel fees 150 € / night (maximum 10 nights)	No deductible
Prolongation of stay at hotel	150 € / night (maximum 10 nights)	No deductible
Hotel cost	100 € / night (maximum 14 nights)	No deductible

Additional reimbursement of medical (including in case of an illness linked to an epidemic or pandemic), surgical, pharmaceutical or hospitalization costs (outside country of residence),	100,000 € / person 500 000 € / event	150 € / person
Advance of medical costs	100,000 € / person 500 000 € / event	No deductible
Dental care	150 € / person	No deductible
SPECIFIC ASSISTANCE GUARANTEES IN THE EVENT OF AN EPIDEMIC OR PANDEMIC		
Pre-departure telephone consultation	1 call	No deductible
Impossibility of return home	Max. €1,000 per person and max. €50,000 per group + Hotel expenses €150 per night per person (maximum. 14 nights)	No deductible
Hotel expenses if required to quarantine	€150 per night per person (maximum. 14 nights)	No deductible
Payment for a local flat-rate telephone service	Up to €80	No deductible
Psychological support if required to quarantine	6 telephone sessions / event	No deductible
Emergency supplies	max. €100 per person and max. €350 per family	No deductible
Home help	15 hours spread over 4 weeks	No deductible
Shopping delivery	15 days maximum and 1 delivery / week	No deductible
Psychological support following repatriation	6 telephone sessions / event	No deductible
ASSISTANCE IN CASE OF DEMISE		
Repatriation of remains	Real expenses	No deductible
Funeral expenses necessary for transport	2,500 €	No deductible
TRAVEL ASSISTANCE		
Early return	Ticket for transport	No deductible
Payment of expenses for search and rescue	4,500 € / person 9 000 € / event	No deductible
Assistance at principal residence	150 € / case	No deductible
Advance of funds	1,500 € / person	No deductible
Legal assistance <ul style="list-style-type: none"> • Payment of fees • Advance of bail bond 	1,500 € 7,500 €	No deductible
Sending of medications	Shipping costs	No deductible
Transmission of messages	Real expenses	No deductible
INTERRUPTION OF STAY AND ACTIVITIES		
Reimbursement of unused land services including in the event of early repatriation following an epidemic or pandemic with cover of any transport costs between the meet-up location and your home	10,000 € / person 100 000 € / event	No deductible
Interruption of activities for medical reason (including in the event of an epidemic or pandemic)	1,000 € / person 10 000 € / event	No deductible
CIVIL LIABILITY PRIVATE LIFE		
Bodily harm, property damage and consequential losses <ul style="list-style-type: none"> - Property damage and consecutive consequential losses "Permanent disability" - Defence of your interests: criminal defence and recourse following an accident 	4 500 000 € / claim 750 000 € / claim Within the limit of 41 006 €	150 € for property damage and consequential losses Nothing for bodily harm
Amicable or judicial action in case of dispute <ul style="list-style-type: none"> • Incl. budget for amicable activities • Incl. budget for judicial action 	1 047 € <u>Per dispute:</u> - Court-ordered assessment: 3162 €	296 € in case of amicable dispute

	- Lawyers, bailiff, costs and fees: within the limits of the texts governing the profession - Legal fees: with supporting documentation - Legal fees: within the limit of the scale attached to the general provisions	1195 € in case of judicial dispute
Arbitrator's budget: in case of disagreement between the insured and the insurer	277 €	No deductible

VIP PACK		
<i>PASSENGER PROTECTION BEFORE DEPARTURE</i>		
In case of trips reimbursed by the service provider • Reimbursement of insurance or • Reimbursement of pre/post transport expenses	Amount of the premium of travel Insurance Maximum 150 € / passenger	No deductible
In case of trips postponed by the service provider • Reimbursement of pre-transport expenses or • Price increase of postponed trip	Maximum 150 € / passenger 15% of the amount of the trip with a maximum of 200 € / passenger	No deductible
<i>TRAVELLER PROTECTION DURING THE TRIP</i>		
Return impossible	<ul style="list-style-type: none"> • Hotel expenses: Packages 80 € /night/passenger (maximum 6 nights) • Hotel expenses: Flight only 50 € /night/passenger (maximum 2 nights) 	No deductible
FLEXI CANCEL OPTION		
Cancellation without proof	5,000 € / person 45 000 € / event	30% of amount of fees with minimum of 150 € per person

The guarantee indicated above is applicable for the duration of the trip corresponding to the invoice issued by the organizer with a maximum of 90 days from the date of departure for the trip.

GENERAL PROVISIONS

Like any insurance contract, this one includes reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are explained in the following pages.

The mention "ALL CAUSES" exclusively concerns the CANCELLATION guarantee.

CONDITIONS COMMON TO ALL GUARANTEES

Accident

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.

Hazard

Event that is unintentional, unpredictable, unavoidable and external.

Insured

Persons duly insured under this contract, hereafter referred to as "you".

Insurer

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

For the Civil Liability guarantee, the Insurer is GROUPAMA D'OC - 14 rue de Vidailhan - CS 93131 – 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc – 391 851 557 RCS Toulouse. Company governed by the Insurance Code and regulated by the Autorité de Contrôle Prudentiel et de Résolution – 4 Place de Budapest – CS 92 459 – 75 436 Paris Cedex.

Attack

Attack refers to 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.

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.

Baggage

Your bag or suitcase as well as any item in your luggage with the exception of personal items, precious objects, and items mentioned in the exclusions paragraph of the baggage section.

Natural disasters

Abnormal intensity of a natural agent not resulting from human intervention.

Insurance Code

Collection of legislative and regulatory texts governing the insurance contract.

Domicile

Domicile refers to your main and usual place of residence.

DROM POM COM

the new names of DOM TOM since the Constitutional Reform of March 17, 2003, changing the names of DOM TOM and their definitions.

Transport company

Transport company refers to any company duly approved by the public authorities for the transport of passengers.

Europe

"Europe" refers to the countries of the European Union, Switzerland, Norway and the Principality of Monaco.

Epidemic

An abnormally high incidence of a disease during a given period and in a given region.

Deductible

Share of compensation remaining as your responsibility

Continental France

Continental France means the French territory and Corsica, to the exclusion of the DROM POM COM (overseas departments and territories) and sui generis communities.

Mainland France

Mainland France is understood to mean: continental France including the French overseas departments DROM POM COM.

Strike

Collective action consisting of a concerted cessation of work by the employees of a company, an economic sector or a professional category aimed at supporting the demands.

Civil war

Civil war is understood to mean the armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closing of borders ordered by local authorities.

Foreign war

Foreign war is understood to mean armed opposition, whether declared or not, by one state against another, as well as any invasion or state of siege.

Illness

Sudden and unforeseeable decline in health certified by a competent medical authority

Serious illness

Sudden and unforeseeable decline in health certified 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.

Family member

A family member is any person who can prove that he or she is related (de jure or de facto) to the insured.

Pandemic

An epidemic that spreads over a large area, crossing borders, and is classified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the outbreak occurred.

Pollution

Environmental damage by introduction into the air, water or soil of materials not naturally present in the environment.

Personal items

Camera, camcorder, mobile phone, PDA, portable game console, portable computer media players. Only personal items with a purchase date of less than 3 years will be covered.

Precious objects

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

Quarantine

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

Usual residence

The usual residence of the Insured refers to his tax residence.

Claim

Event likely to result in application of a guarantee of the contract.

Subscriber

The policyholder, natural person or legal entity, that subscribes the insurance contract.

Subrogation

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

Family Rate (4 people minimum – 9 people maximum)

The family rate is applicable to parents or cohabiting partners accompanied by at least one dependent child. Instead of parents, the guarantee is granted to grandparents accompanying their grandchildren.

Third party

Anyone other than the Insured responsible for the damage.

Any Insured who is the victim of bodily harm, property damage or consecutive consequential losses caused by another Insured (the Insureds are considered as third parties among themselves).

Proven theft

Theft committed by a Third Party, with violence or break-in, proven and observed as such by a competent authority.

WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or the benefits subscribed under this contract apply worldwide.

WHAT IS THE DURATION OF THE CONTRACT?

The period of validity corresponds to the duration of the services sold by the tour operator.

In no case may the duration of the contract exceed 90 days following the day of departure for travel.

HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is assessed by means of an amicable assessment, subject to our respective rights.

Each of us chooses our expert. If these experts do not agree among themselves, 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, ruling in summary proceedings. Each party takes responsibility for the costs and fees of its expert and, if applicable, half of those of the third.

HOW SOON WILL YOU BE COMPENSATED?

Payment is made within 15 days following the agreement between us or following notification of the enforceable legal decision.

EXCLUSIONS COMMON TO ALL RISKS

The general exclusions of the contract are the exclusions common to all insurance guarantees and assistance services described in these General Provisions unless otherwise stipulated in the guarantee.

The following are excluded:

- Civil or foreign war, riots, strikes, popular movements, acts of terrorism,
- Hostage-taking, handling of weapons,
- Unless otherwise decided: an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster except under the provisions resulting from law no. 82-600 of 13 July 1982 relative to compensation of the victims of natural disasters,
- Voluntary participation of an insured person in riots, strikes, brawls or assault,
- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy,
- The consequences of use of medications, drugs, narcotics and assimilated products not medically prescribed, and the abusive use of alcohol,
- Any intentional or wilful act on your part, attempted suicide or suicide, that may trigger the guarantee of the contract,
- Your participation in any sport practised in a professional capacity or under contract with remuneration,
- Any incident occurring during events, races, or motorized competitions (or their tests), subjected by regulations in effect to prior authorization from the public authorities, when you participate as a competitor,
- The absence of hazard,
- Any event for which the responsibility could fall on the organizer of your trip, in application of titles VI and VII of law no. 92-645 of 13 July 1992, modernized by the law of 22 July 2009, setting the conditions of performing the activities of organizing and selling stays,
- Any claim occurring in the countries excluded from the guarantee or outside the dates of validity of the guarantee and, in particular, outside the travel dates, events that occurred between the date of booking of your trip and the date of subscription of this contract as well as their consequences,
- 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,
- The amount of convictions and their consequences,
- Customs duties,
- Participation in competitions or endurance or speed tests and their preparatory tests, 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 authorised by the local authorities,
- Official prohibitions, seizures or constraints by the public authorities,
- Use by the Insured of air navigation devices,
- The use of war devices, explosives and firearms,
- Epidemics and pandemics, unless otherwise stipulated in the guarantee, pollution, natural disaster,

WHAT PENALTIES ARE APPLICABLE IN CASE OF FALSE DECLARATION ON YOUR PART?

We cannot be held responsible for failures in execution of the Assistance services resulting from cases of force majeure or the following events: civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, reprisals, restriction of the free movement of people and goods, strikes, explosions, natural disasters, disintegration of an atomic nucleus, or delays in the performance of services resulting from the same causes.

WHAT PENALTIES ARE APPLICABLE IN CASE OF FALSE DECLARATION ON YOUR PART?

- On the risk to be insured
Any intentional reluctance or false declaration and any omission or unintentional inaccurate statement on your part concerning the risk to be guaranteed may be sanctioned under the conditions stated in articles L.113-8 and L.113-9 of the Insurance Code, taking into account the collective nature of the Contract.
- At the time of the incident
Any fraud, reluctance or intentional false declaration on your part about the circumstances or consequences of a claim will result in the loss of any right to benefit or compensation for the claim in question.

WHAT ARE THE PROCEDURES FOR EXAMINING CLAIMS?

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling + 33.1.45.16.43.95 or by writing to voyage@mutuaide.fr for the Assistance guarantees.
If you are not satisfied with the answer you get, you can send a letter to:

MUTUAIDE ASSISTANCE
Customer Quality Department
126 rue de la Piazza
CS 20010 - 93196 Noisy le Grand CEDEX

MUTUAIDE ASSISTANCE 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:

LA MEDIATION DE L'ASSURANCE
TSA 50110
75441 Paris Cedex 09

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let ASSURINCO know by calling 05.34.45.31.51 or by writing to reclamation@assurinco.com for the Insurance guarantees.

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

MUTUAIDE ASSISTANCE
Service Assurance
126 rue de la Piazza
CS 20010 - 93196 Noisy le Grand CEDEX

MUTUAIDE ASSISTANCE 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:

LA MEDIATION DE L'ASSURANCE

TSA 50110

75441 Paris Cedex 09

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

GROUPAMA D'OC

14, rue de Vidailhan

CS 93131 - 31131 Balma Cedex

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.

Finally, 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 MEDIATION 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.

COLLECTION OF DATA

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

- The answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the subscription to 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 re-insurers, 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 Insured 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 interested in 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 after 5 years from 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 Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when 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 having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'Informatique et des Libertés).

MULTIPLE INSURANCE POLICIES

In accordance with the provisions of Article L 121-4 of the Insurance Code, when several insurance policies are subscribed without fraud, each of them produces its effects within the limits of the guarantees of the contract, and in compliance with the provisions of Article L 121-1 of the Insurance Code.

SUBROGATION

After having paid you compensation, except for that paid for the travel Accidents guarantee, we are subrogated in the rights and actions that you may have against the third parties responsible for the damage, as provided for in article L.121-12 of the Insurance Code.

Our subrogation is limited to the amount of the compensation we have paid you or for the services performed.

WHAT IS THE 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).

EXERCISE OF THE RIGHT OF RETRACTION PROVIDED FOR IN ARTICLE L.112-10 OF THE INSURANCE CODE (HAMON LAW)

You are invited to verify that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the new contract. If this is the case, you have the right, for a period of 14 calendar days after it has been established, to withdraw from this contract without costs or penalties, if all of the following conditions are met:

- You have subscribed this contract for non-professional purposes;
- This contract is in addition to the purchase of a good or service sold by a supplier;
- You justify that you are already covered for one of the risks guaranteed by this new contract;
- The contract you wish to retract is not fully executed;
- You have not declared any loss guaranteed by this contract.

In this situation, you can exercise your right to retract this contract by letter or any other durable medium sent to the insurer of the new contract, accompanied by a document demonstrating that you already benefit from a guarantee for one of the risks covered by the new contract. The insurer is required to reimburse you the premium paid, within 30 days of receiving your renunciation.

"I, the undersigned M residing at retract my contract no. subscribed with, in accordance with article L 112-10 of the Insurance Code. I certify that, as of the date that this letter is sent, I am not aware of any claim involving a guarantee under the contract."

If you wish to renounce your contract but you do not meet all of the above conditions, check the terms of renunciation provided for in your contract.

WHAT LAW IS APPLICABLE TO THIS CONTRACT AND THE TERMS OF SETTLEMENT IN THE EVENT OF A DISPUTE?

This contract is governed exclusively by French law. Any dispute relating thereto, in the absence of amicable resolution, will fall under the exclusive jurisdiction of the French courts.

WHAT IS THE INSURER'S SUPERVISORY AUTHORITY?

L'Autorité de Contrôle Prudentiel et de Résolution – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

DETAIL OF THE GUARANTEES

TRAVEL CANCELLATION

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
The day of subscription of this contract.	On the day of departure - meet-up location of the group (outbound)

WHAT DO WE COVER?

We refund deposits or any sums kept by the tour operator, minus the insurance premium and a deductible indicated in the table of guarantee amounts and billed according to the general conditions of sale of the latter, when you are obliged to cancel your trip before departure (outbound).

IN WHAT CASES DO WE INTERVENE?

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), SERIOUS BODILY INJURY OR DEATH**, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before reserving your trip and involving:
 - 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 common law spouse 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.
- **CANCELLATION FOR DENIED BOARDING at the airport, railway station, bus station or port of departure following temperature-taking** organised by the health authorities of the country of departure or the transport company with which you are travelling. (Proof from the transport company that denied you boarding, or from the health authorities of the country of departure, must be sent to us; in the absence of this proof, no compensation will be possible).
- **LACK OF COVID-19 VACCINATION**
when at the time of taking out this policy, the country of destination did not require the COVID-19 vaccination to enter its territory, but at the time of your departure it requires vaccination:
 - and you are no longer within the time limit to have this vaccination enabling you to travel,
 - or you cannot have this vaccination, following a medical contraindication to vaccination.

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

ALL JUSTIFIED CAUSES

The guarantee is also acquired in all other cases of cancellation, if your departure or the exercise of the activities planned during your stay are prevented by a random event, **which can be justified**.

By random event, we mean any unintentional circumstance on your part or that of a member of your family and not excluded under this contract, unforeseeable on the day of subscription.

EXTENSION OF GUARANTEE

In the event of a natural disaster, pollution, attack or act of terrorism, we will reimburse you for the cancellation costs less the deductible indicated in the table of guarantees, provided that the following elements are cumulatively met:

- The event resulted in property damage or bodily harm in the city of destination of your stay (or within a radius of 50 km),
- The date of your departure is foreseen less than thirty days after the date of occurrence of the event.

- **CANCELLATION OF ONE OF THE PEOPLE ACCOMPANYING YOU**

As a result of your cancellation, we also cover reimbursement of the cancellation fees of the persons registered at the same time as you and insured by this same contract, when the cancellation originates from one of the causes listed above. **Our refund is limited to the cover of up to 9 people for the same event.**

If the person(s) wish(es) to travel alone, additional costs related to your cancellation are taken into account, without our reimbursement being able to exceed the amount due if they had cancelled at the same time as you.

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:

- Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of the trip and the date of subscription of the insurance contract,
- The absence of hazard,
- An intentional act and/or which is punishable by 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,
- A nuclear incident, civil or foreign war, a riot or strike,
- 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 responsibility could fall upon the tour operator in application of Law 92-645 of 13 July 1992.

FOR WHAT AMOUNT DO WE INTERVENE?

We intervene for the amount of the cancellation costs incurred on the day of the event that may trigger the guarantee, in accordance with the General Conditions of Sale of the tour operator, with a maximum and a deductible as indicated in the table of guarantee amounts.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

1. Medical reason

You must declare your claim as soon as it is proven by a competent medical authority that the severity of your state of health is likely to make your travel inadvisable.

If your cancellation is subsequent to this contraindication of travel, our refund will be limited to the cancellation fees in effect on the date of the contraindication (calculated according to the scale of the tour operator of which you were aware at the time of registration).

For any other reason for cancellation

You must declare your claim as soon as you become aware of the event that may result in the guarantee. If your trip cancellation is later than this date, our refund will be limited to the cancellation fee in effect on the date of the event (calculated according to the scale of the tour operator of which you were aware at the time of registration).

2. Furthermore, if the claim has not been reported to us directly by the travel agency or organizer, you must notify us within five working days of the event giving rise to the guarantee. To do this, you must send us the claim declaration attached to the insurance contract that has been given to you.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

In case of illness or accident, you must send us:

- The medical questionnaire attached to the acknowledgment of receipt of your claim declaration, duly completed by a medical authority and including, in particular, the nature of the pathology, the date of the contraindication of travel, the treatment and any medical examinations prescribed. **Additional information may be requested by the consulting physician if the medical questionnaire is not sufficiently completed to permit him to make a decision.**
- A medical certificate indicating the date of contraindication of travel.
- In case 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.

The medical documents must be sent to us using the pre-printed envelope in the name of the consulting physician and which we send to you upon receipt of your claim.

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

In case of death:

You must send us the death certificate and the civil status sheet card or the copy of the family record book to prove the family relationship.

For non-medical reasons for cancellation:

You must provide us with any proof to prove the randomness and unintentional nature of the reason for cancellation.

In any case you must also send us:

- The number of your insurance contract,
- The registration form issued by the travel agency,
- In the case of a holiday package: the registration invoice issued by the tour operator,
- In case of flight only: the copy of your electronic ticket, the fare conditions and the proof of the cancellation of your file with the company or the travel agency,
- The original of the paid invoice for the debit that you are required to pay to the trip organizer or that the latter keeps, (invoice for cancellation fees).
- 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).

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
Missed departure: The day of subscription of this contract. Missed return: The day of the return on the registration invoice	Missed departure: On the day of departure - meet-up location of the group (outbound) Missed return: Upon arrival at your home

MISSED DEPARTURE

If an unforeseeable event beyond your control which may be justified, prevents you from taking the transport provided by the tour operator to get to your destination, within 24 hours or by the first available flight, we will refund you, within the limit stated in the table of guarantee amounts, the price of the ticket you were forced to buy to reach your destination (if your initial ticket cannot be changed).

In any case, the amount may not be greater than that resulting from your cancellation.

MISSED RETURN

If an unforeseeable event beyond your control, which may be justified, prevents you from using the planned connection between the place of arrival and your home, we will reimburse you (within the limit stated in the table of guarantee amounts), the ticket that you were forced to buy to return to your home (replacing the one already in your possession and rendered unusable).

For the same trip, you can benefit from the missed departure and missed return guarantee. However, for these two guarantees, our refund will be limited to the maximum amount shown in the table of guarantee amounts.

WHAT WE EXCLUDE

We cannot intervene if the missed departure and/or return results from:

- The absence of hazard,
- An intentional act and/or which is punishable by 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,
- A nuclear incident, civil or foreign war, an attack, riot or strike,
- Due to an act of negligence on your part.

BAGGAGE

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
As soon as your luggage is remitted or checked in by the transporter or as soon as the keys are handed over for a rental	At the time of final return of the luggage by the transporter upon return of the keys for a rental

WHAT DO WE COVER?

We cover, up to the amount indicated in the table of guarantee amounts, your luggage, personal effects and precious objects taken with you or purchased during your trip, away from your principal or secondary place of residence.

Luggage is guaranteed against:

- theft,
- total or partial destruction,
- loss only during transport by a transport company.

Precious objects and personal items are **ONLY** covered against theft that is proven and has been observed by the competent authorities of the country concerned (police, state police, transport company, steward...) and **ONLY** in the country of stay.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

If you use a private car, the risks of theft are covered provided that your baggage and personal effects are placed in the boot of the locked vehicle and out of sight. Only break-in theft is covered. If the vehicle is parked on the public thoroughfare, the guarantee only applies between 7 a.m. and 10 p.m. Precious objects are not covered.

Precious and personal items are only covered against proven theft and provided they are carried on you, taken with you in luggage not entrusted to a transporter, or left in a locked hotel room or apartment. **The guarantee is acquired only in the country of stay.**

LATE DELIVERY

In the event that your personal baggage is not returned to you at the destination airport (outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you, with presentation of supporting documents for purchases made to make up for the absence of your luggage and your place of stay, up to the maximum amount indicated in the table of guarantee amounts.

If you are unable to present the proof of purchase, a set amount indicated in the table of guarantee amounts will be granted to you.

The guarantee expires as soon as your baggage has been given back to you.

However, you cannot combine this indemnity with the other indemnities of the BAGGAGE guarantee.

THEFT OF IDENTITY DOCUMENTS

We guarantee you, up to the amount indicated in the table of guarantee amounts, for reimbursement of the costs of reissue of your passport, identification or residence card, registration card or driving license, following a theft during your trip and upon presentation of supporting documents.

WHAT WE EXCLUDE

- The theft of your luggage, personal items and precious objects following forgetfulness or negligence on your part,
- The theft of personal and precious objects included in your luggage and entrusted to a transport company,
- Loss or damage to personal and precious objects, regardless of the circumstances of the incident,
- Forgotten, lost (except by a transport company), switched [objects],
- Theft without break-in duly observed and described in a report by a competent authority (police, state police, transport company, steward, etc.),
- Accidental damage due to the leakage of liquids, fats, dyes or corrosives contained in your luggage,
- Confiscation of goods by the authorities (customs, police),
- Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- Theft committed in a convertible vehicle, estate car or other vehicle without a boot,
- The breakage of fragile objects such as porcelain, glass, ivory, pottery, marble or wood,
- Indirect losses such as depreciation and deprivation of enjoyment, inherent defect, obsolescence, natural and normal wear and tear,
- The objects designated below: consumable goods, animals, cash, credit cards, cheques, transport tickets, tickets of any kind, any prosthesis, equipment of any kind, eyeglasses, contact lenses, keys of any kinds, documents recorded on tape or film, DVD, CD-ROM, photo film, equipment for professional use, samples of sales representatives, collections, paintings, alcohol, lighters, pens, cigarettes, documents, trailers, securities,
- The absence of hazard,
- An intentional act and/or which is punishable by Law,
- A nuclear incident, civil or foreign war, an attack, riot or strike.

FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the table of guarantees constitutes the maximum reimbursement for all claims occurring during the guarantee period. A deductible per case is indicated in the table of guarantee amounts.

HOW IS YOUR COMPENSATION CALCULATED?

For luggage, you are compensated on the basis of the purchase value less the depreciation calculated as follows: 20% in the first year, 10% per additional year.

For personal and precious objects, you are compensated on the basis of the purchase value shown on the original invoice exclusively on the day of the claim, limited to the amount shown in the table of guarantee amounts.

For this you must provide us with only the original of the purchase invoice of the object concerned (pro forma or duplicate invoices are not accepted).

Our reimbursement will be issued after deduction of any reimbursement obtained from the transport company and the deductible.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The declaration of claim must reach us within 5 working days except in case of unforeseen circumstances or force majeure; if this time frame is not respected and we incur a loss as a result, you will lose all rights to compensation.

In case of theft or loss:

- File a complaint as soon as possible with a competent authority in the country of origin closest to the place of the crime (police, state police, steward...), and send us the complaint filed specifying the circumstances of the theft;
- Detailed inventory of stolen items with figures;
- Original purchase invoice, dated and numbered and including the method of payment for stolen items;
- In case of theft or loss of baggage entrusted to a transporter, send us the report of irregularity established by the airline;

- A copy of your ticket and the stub of your boarding pass.

In case of damages:

- The observation of damage established by the qualified representative of the transporter or hotel operator,
- A copy of your ticket and the stub of your boarding pass,
- The repair estimate or certificate attesting that the item may not be repaired.

In the event of failure to present these documents, you forfeit your rights to compensation.

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

You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the incident, as well as the extent of the damage.

If you are unable to provide us with the requested proof of purchase, we will compensate you on the basis of the set value indicated in the table of guarantee amounts.

If knowingly, as justification, you use inaccurate documents or fraudulent means or provide inaccurate or reluctant statements, you will forfeit any right to compensation, without prejudice to the legal action that we would then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE BAGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify us by registered letter, as soon as you are informed:

- If we have not yet compensated you, you must take back said baggage, objects or personal effects; we are then only required to pay for any damage or missing items;
- If we have already compensated you, you can opt within 15 days:
 - To either abandon said baggage, objects or personal effects with us,
 - Or to have said luggage, objects or personal effects returned to you, subject to return of the compensation that you received less, where applicable, the part of this compensation corresponding to damage or missing items.

If you have not expressed a choice within 15 days, we consider that you have opted for abandonment.

DELAY IN TRANSPORT PLANE / TRAIN / BOAT

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
On the expected date of departure - meet-up location of the organizer	The day of the planned return from the trip (place of dispersal of the group)

DEFINITIONS

Duration of the covered Trip

The guarantee only applies to trips with a maximum validity of 90 days.

Originally scheduled arrival time

- For outbound CHARTER flights: the time indicated on the outbound flight ticket,
- For inbound CHARTER flights: the time communicated to you by the travel agency,
- For REGULAR flights: the time set by the airline,
- For rail and sea travel operators: the time indicated on the transport ticket.

Transport delay

This refers to arrival of the covered transport at its final destination at a time later than its initially scheduled arrival time.

If the original trip is cancelled less than 24 hours before its departure time, the delay is the difference between the arrival time of the replacement transport at its final destination and the time initially scheduled for the cancelled transport.

Covered travel

This is the trip for which you have subscribed the "DELAYED TRANSPORT" guarantee.

However, if this trip is cancelled more than 24 hours before the originally scheduled departure time, the "DELAYED TRANSPORT" guarantee covers the replacement trip.

WHAT IS THE NATURE OF THE GUARANTEE?

The guarantee provides for reimbursement of a sum indicated in the table of guarantee amounts, if the covered trip has experienced a delay of at least 4 hours for both the outbound and return transport.

The guarantee is not due if the trip is cancelled by the transport company without a replacement proposal.

The compensation is cumulative if you experience a delay of at least 4 hours for the outbound trip and at least 4 hours for the return trip.

This guarantee is not cumulative with the Air Safety guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The declaration of claim must reach us within 5 working days except in case of unforeseen circumstances or force majeure; if this time frame is not respected and we incur a loss as a result, you will lose all rights to compensation.

You must provide us with a certificate of delay established and stamped by the transport company or its representative. This certificate must include the expected arrival time at the destination, the actual arrival time recorded and must be nominative if you are unable to provide the stub of your boarding pass.

If the documents mentioned above, which are necessary for investigating your claim, are not provided, the case cannot be processed.

IMPORTANT

Should you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and, therefore, you will not be able to be compensated.

Furthermore, a person who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit any right to compensation.

WHAT WE EXCLUDE

We cannot intervene when your transport delay results from:

- The absence of hazard,
- An intentional act and/or which is punishable by law,
- A nuclear incident, civil or foreign war, an attack, riot or strike,
- Due to an act of negligence on your part.

ASSISTANCE FOR REPATRIATION

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
On the expected date of departure - meet-up location of the organizer	The day of the planned return from the trip (place of dispersal of the group)

If you find yourself in one of the situations mentioned below, we implement, in accordance with the general and special provisions of your contract, the services described, upon receipt of a telephone call, fax or an e-mail.

In all cases, the decision of assistance and the choice of appropriate means belong exclusively to the consulting physician of Mutuaide Assistance, after contact with the attending physician on site and, perhaps, the family of the Insured. Only the medical interests of the Insured and compliance with health regulations in effect are taken into consideration when deciding on transport, the choice of the means used for this transport and the place of hospitalization.

In any case, Mutuaide Assistance cannot replace local emergency relief organizations.

WHAT DO WE COVER?

ASSISTANCE IN CASE OF ILLNESS OR INJURY

MEDICAL REPATRIATION OR TRANSPORT

If you are sick, **including in the case of an illness related to an epidemic or pandemic**, or injured and your state of health requires a transfer, we organize and take care of your transport or return to your home in Europe or to the hospital centre nearest to your home and appropriate for your state of health.

Depending on the severity of your case, and based solely on the decision of our medical team, transport is done, with or without medical supervision, by one of the following means of transport:

- Special medical aircraft,
- Regular airliner, train, sleeping car, boat, ambulance.

ASSISTANCE FOR REPATRIATION OR RETURN TO RESIDENCE

If you are transported under the conditions mentioned above, we organize and cover your additional transport expenses and those of the insured members of your family or of a person accompanying you and insured under this contract, if the tickets intended to be used for your return in Europe and theirs cannot be used due to your repatriation.

RETURN OF CHILDREN UNDER AGE 15

If you are sick or injured and no one is able to look after your children under age 15 who are accompanying you, we will organize and pay for the round-trip travel of a person of your choice or one of our hostesses to bring them to your home or that of a member of your family in Europe.

PRESENCE IN CASE OF HOSPITALIZATION

If you are hospitalized and your state of health does not allow you to be repatriated within 7 days, we organize and cover the transport costs of a member of your family or a designated person, and domiciled in Europe, to come to your bedside.

PROLONGATION OF STAY AT HOTEL

If your state of health does not justify hospitalization or the return to your home but does not allow you to return on the date initially foreseen, we will cover your additional costs of stay at the hotel as well as those of your insured family members or a person insured under this contract and accompanying you, up to the amount indicated in the table of guarantee amounts.

As soon as your state of health permits, we organize and cover your additional transport expenses and those of the insured members of your family or of a person accompanying you and insured under this contract and having remain with you, if the tickets intended to be used for your return to Europe and theirs cannot be used due to this event.

HOTEL COSTS

We reimburse a person accompanying you, **including following a quarantine in the event of an epidemic or pandemic** and insured under this contract, for his hotel expenses within the limit of the amount indicated in the table of guarantee amounts, in the following cases:

- You are hospitalized in a city different from the one specified on your registration form,
- You die and one of your companions wishes to stay with the body while you carry out the administrative procedures.

ADDITIONAL REIMBURSEMENT OR ADVANCE OF MEDICAL, SURGICAL, PHARMACEUTICAL AND HOSPITALIZATION EXPENSES IN FRANCE

We reimburse you, after the benefits from Social Security or any other insurance fund of the country of residence, the expenses incurred outside your country of residence and remaining as your expense, up to the amount indicated in the table of guarantee amounts transferred, **including in the case of a disease related to an epidemic or a pandemic**.

In case of absence of cover by Social Security, we intervene from the first euro, up to the amount indicated in the table of guarantee amounts.

We also cover, under the same conditions, minor dental care, up to the amount indicated in the table of guarantee amounts. A deductible indicated in the table of guarantee amounts is deducted per event and per insured (except for dental care).

SPECIFIC ASSISTANCE GUARANTEES IN THE EVENT OF AN EPIDEMIC OR PANDEMIC

PRE-DEPARTURE TELEPHONE CONSULTATION

For all information and enquiries relating to the organisation and smooth running of your trip, you can contact us before your trip 24 hours a day, 7 days a week.

The information offered relates to the following areas:

Health information: Health, hygiene, vaccinations, precautions to take, main hospitals, advice for women, time differences, pets when travelling.

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

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

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

However, regardless of the time of the call, we welcome and record your requests and contact details in order to call you back with the answers you need.

IMPOSSIBILITY OF RETURN HOME

If your flight has been cancelled as a result of travel restrictions imposed by the local government or airline companies in the event of an epidemic or pandemic,

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

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

HOTEL EXPENSES AS A RESULT OF QUARANTINE REQUIREMENT

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

PAYMENT FOR A LOCAL FLAT RATE TELEPHONE SERVICE

In the event that you are required to quarantine during a covered trip outside your home country, we will cover the cost of arranging a local flat-rate telephone service, up to the limit indicated in the Table of Benefits.

PSYCHOLOGICAL SUPPORT AT YOUR DESTINATION IF REQUIRED TO QUARANTINE

In the event of significant trauma if you are required to quarantine as the result of an epidemic or pandemic, we can, at your request, arrange telephone support from a psychologist, during the time of your quarantine, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

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

EMERGENCY SUPPLIES

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

ADDITIONAL ASSISTANCE TO PERSONS IN THE EVENT OF AN EPIDEMIC OR PANDEMIC

When, during your trip, you are the victim of an illness related to an epidemic or pandemic leading to your emergency hospitalization for more than 48 hours and/or your repatriation, we provide you with additional services and benefits, provided that you make the request within fifteen days following your return home.

These services are only provided in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided that you contact us by 7 p.m. the day before at the latest.

HOME HELP

If, following your repatriation by us as the result of an illness linked to an epidemic or pandemic, you cannot carry out the usual household tasks yourself, we will search for, appoint and pay for a household helper, within the limit indicated in the Table of Benefits.

SHOPPING DELIVERY

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

PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION

In the event of significant trauma after an event linked to an epidemic or pandemic, we can, at your request, arrange telephone support from a psychologist on your return home after repatriation organised by us, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

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

ASSISTANCE IN CASE OF DEMISE

REPATRIATION OF REMAINS

We organize and cover transport of the remains from the place of placement in a coffin, in Mainland France, to the place of burial. We also cover the related costs necessary for transport, including the cost of the coffin to permit transport, up to the amount indicated in the table of guarantee amounts.

The costs of funeral, related costs and burial or cremation in the country of residence, remain the responsibility of the families.

DEATH FORMALITIES

We organize and cover your additional transport expenses and those of the insured members of your family or of a person accompanying you and insured under this contract, if the tickets intended to be used for their return cannot be used due to this repatriation.

TRAVEL ASSISTANCE

EARLY RETURN

If you have to prematurely interrupt your trip in the cases listed below, we cover your additional transport expenses and those of the insured members of your family or of a person accompanying you and insured under this contract, if the tickets intended to be used for your return and theirs cannot be used due to this event.

We intervene in the event of:

- Serious illness, serious accident resulting in hospitalization or death of a member of your family, of your professional replacement, of the person responsible for the care of your minor-age children or of a disabled person living under your roof, of the legal guardian or of someone who usually lives in your home,
- Serious property damage imperatively requiring your presence and affecting your home as well as your professional premises following a burglary, fire or water damage.

EXPENSES FOR SEARCH OR RESCUE

We cover, up to the maximum amount indicated in the table of guarantee amounts, the costs of search at sea or in the mountains, as well as the initial costs for first aid.

Only the costs billed by a company duly approved for these activities can be reimbursed.

ASSISTANCE AT PRINCIPAL RESIDENCE

Guarding of your home after a break-in imperatively requiring a presence on site. This guarantee cannot be combined with the "EARLY RETURN" guarantee and the cost may not exceed the amount of a return ticket to the Insured's home.

We reimburse you up to the amount indicated in the table of guarantee amounts for the costs of having a locksmith open the principal residence if your keys were stolen or lost during the stay.

ADVANCE OF FUNDS

Following the theft or loss of your means of payment (credit card, cheque book ...) or your initial ticket, we grant you a cash advance up to the amount indicated in the table of guarantee amounts. A deposit cheque and an acknowledgment of debt will be required at your place of stay.

YOU NEED LEGAL ASSISTANCE

- **Payment of fees**
Up to the amount indicated in the table of guarantee amounts, we cover the fees of the judicial representatives you use, if you are prosecuted for unintentional violation of the law of the foreign country in which you are located.
- **Advance of bail bond**
If, in the event of unintentional violations against the laws of the country in which you are located, you are required by the authorities to pay a bail bond, we shall make the advance up to the amount indicated in the table of guarantee amounts.

Reimbursement of this advance must be made within one month following presentation of our request for reimbursement that we sent to you.

If the bail is refunded to you before the end of this period by the authorities of the country, it must be returned to us immediately.

SENDING OF MEDICATIONS

We take all measures to search for and send medicines essential to continuing ongoing medical treatment prescribed by a doctor, in the event that, having run out of these medicines following an unforeseeable event, it is impossible for you to obtain them on site or to obtain their equivalent. In any case, the cost of these medications remains your responsibility.

TRANSMISSION OF MESSAGES

We take responsibility for sending messages intended for you when you cannot be reached directly, for example, in the event of hospitalization.

Similarly, we may communicate, when called by a member of your family, a message that you have left for his attention.

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.

WHAT WE EXCLUDE?

We do not cover:

- The absence of hazard,
- Convalescences and ailments (illness, accident) during treatment not yet consolidated at the date of start of travel,

- Pre-existing illnesses diagnosed and/or treated and having been the cause of hospitalisation in the six months preceding the request for assistance,
- Travel taken for the purpose of diagnosis and/or treatment,
- Conditions of pregnancy, unless there are unforeseeable complications and, in all cases, beyond the 36th week, abortion, the consequences of childbirth,
- The consequences of attempted suicide of the insured,
- Acts which are intentional and/or punishable by 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,
- Conscious non-compliance with laws and regulations in effect in the Country of the place of stay,
- The consequences of a nuclear incident, civil or foreign war, an attack, a riot or strike,
- Any voluntary mutilation of the Insured,
- Ailments or benign injuries which can be treated on site and/or which do not prevent the Insured from continuing his/her trip,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,

For the guarantee of medical, surgical, pharmaceutical or hospitalization expenses outside the country of residence:

- Costs resulting from an accident or illness medically established before the guarantee takes effect, unless there is a proven and unforeseeable complication, costs incurred due to the treatment of a pathological, physiological or physical condition medically established before the guarantee takes effect unless there is a proven and unforeseeable complication,
- The costs of internal, optical, dental, hearing, functional, aesthetic or other prostheses,
- Expenses incurred in the country of residence, regardless of whether they are the result of an accident or illness occurring in France or abroad,
- The costs of water treatments and stay in a rest home, the costs of physical therapy,
- Costs incurred without our prior consent,
- The consequences of voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities.

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

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

For any assistance request, you must contact Mutuaide Assistance, 24 hours a day – 7 days a week:

By telephone at: 01.45.16.43.95

By email: voyage@mutuaide.fr

And obtain our prior agreement before incurring any expenses, including medical expenses.

For any reimbursement request you must send us the duly completed claim accompanied by the supporting documents relating to your request.

When we have arranged your transport or repatriation, you must return the original tickets to us, which become the property of Mutuaide Assistance.

INTERRUPTION OF STAY AND ACTIVITIES

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
On the expected date of departure - meet-up location of the organizer	The day of the planned return from the trip (place of dispersal of the group)

INTERRUPTION OF STAY

WHAT DO WE COVER?

If your stay is interrupted due to:

- Your medical repatriation (see "REPATRIATION ASSISTANCE" section of this contract) **organized by Mutuaide Assistance or another assistance Company, including in case of early repatriation following an illness related to an epidemic or pandemic, with cover of transport charges between the airport, bus station or train station of return and your residence.**
- Your early return (see "REPATRIATION ASSISTANCE" of this contract) **organized by Mutuaide Assistance or any other assistance company, including in case of early repatriation due to illness related to an epidemic or pandemic, with cover of expenses for transport between the airport, bus station or train station of return and your residence.**

We reimburse you, your insured family members or an unrelated insured travel companion for unused costs for the stay (excluding tickets) on a prorated basis.

Our reimbursement will be calculated from the night following the event resulting in your medical repatriation or from the date following your early return.

If you interrupt your stay without calling Mutuaide Assistance or another assistance company, no compensation will be due.

WHAT WE EXCLUDE

- The reimbursement of unused services when your medical repatriation or early return has not been organized by Mutuaide Assistance or another assistance company,
- The absence of hazard,
- An intentional act and/or which is punishable by 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,
- A nuclear incident, civil or foreign war, an attack, riot or strike,
- An act of negligence on your part.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must send us:

- The case number provided by the assistance company at the time of your medical repatriation or early return.
- The name of the assistance company that arranged your medical repatriation or early return
- The invoice for registration for the trip or, failing that, a certificate from the tour operator specifying the details of the land services and the price of transport.

INTERRUPTION OF ACTIVITIES

WHAT DO WE COVER?

During your trip, if your state of health, duly observed by a local medical authority, **and including in case of illness related to an epidemic or pandemic**, prevents you from practising an activity indicated on your registration invoice and insured under this contract (spa therapy, excursion, scuba diving...) but your condition does not require repatriation, we cover reimbursement of the non-refundable costs for the services not used.

WHAT WE EXCLUDE

We cannot intervene if the cancellation results from:

- The absence of hazard,
- An intentional act and/or which is punishable by 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,
- Conscious non-compliance with laws and regulations in effect in the Country of the place of stay and the place of residence,
- Due to an act of negligence on your part. Activities purchased during the trip (even from the representative of the tour operator) are not covered

FOR WHAT AMOUNT DO WE INTERVENE?

We intervene for the amount of services not used and which are not refundable, with a maximum and a deductible indicated in the table of guarantee amounts.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

You must declare your claim as soon as it is proven by a competent medical authority that the severity of your state of health is likely to contraindicate the practice of the planned activities.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

- **In case of illness or accident, you must send us** a medical certificate that precisely indicates the nature of the pathology and the date of contraindication to practice the activity,
- **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,

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

In any case you must also send us:

- The number of your insurance contract,
- The original invoice for non-refundable expenses issued by the service provider,
- The registration invoice for the activity established by the service provider.

CIVIL LIABILITY AND PRIVATE LIFE

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
On arrival at the destination	The day of the planned return from the trip (place of dispersal of the group)

The "Civil liability private life" cover is limited to only insured persons residing in Continental France or the overseas departments who have privately reserved a trip or stay with an approved organization (Tour operator or travel agency). These guarantees are granted under the conditions and limits hereafter.

THE CONTRACT

THE PARTICIPANTS IN THE CONTRACT

Us

The insurer with which you have taken out the GROUPAMA D'OC contract 14 Rue Vidailhan - CS 93 131 - 31 131 BALMA

Insured

Any natural person domiciled in Continental France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- Transport tickets
- An organized trip (cruise, circuit, "all-inclusive" stay, ...)
- And the duration of which does not exceed twelve consecutive months.

THE TERMS OF INSURANCE

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.

Beneficiary

Person benefiting from services not offered on a personal basis, but because of his relationship with the insured.

Bodily harm

Any bodily harm (injury, death) suffered by a person

Consequential losses

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

Property damage

Any damage or disappearance of property, as well as any harm endured by a domestic animal;

State of alcoholic intoxication

Blood alcohol level from which the offences specified in articles L 234-1 and R 234-1 of the Driving Code or by equivalent texts of legislation abroad are applicable.

Deductible

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

Civil liability for tort and gross negligence

Obligation to cover the consequences of damage caused to others by the insured or by persons for whom he is responsible or by the things in his custody.

Threshold of intervention

For Criminal Defence and Recourse following an accident: Amount at stake above which we intervene. As plaintiff or defendant, we intervene amicably and/or for litigation when the principal amount of interest at stake is at least equal to the threshold of intervention set in the table of guarantee amounts and deductibles.

This threshold does not apply in matters of criminal defence.

Claim

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

A liability claim is any loss or set of losses caused to third parties, engaging the liability of the insured, resulting from a harmful event and having resulted in one or more claims. The harmful event is that which causes the harm. A set of harmful events having the same technical cause is assimilated to a single harmful event.

This definition does not concern the Criminal Defence and Recourse guarantees following an accident.

Subrogation

When we have compensated you following a loss, we replace you in your rights and actions against the party responsible for your harm, to obtain reimbursement of the sums that we have paid to you.

Third party

Anyone other than the insured.

TERRITORIALITY

The Civil Liability guarantee is extended to the whole world for stays of a duration less than or equal to 12 months, with the understanding that the duration of the stay corresponds to that authorized by the legislation of the country concerned.

It is reminded that the applicable regulations correspond to the legislation of the country in which the damage occurred, within the limits of the Civil

liability private life cover provided for in your contract.

LIMITS OF GUARANTEES

The limits of your guarantees are indicated in the table of guarantee amounts and deductibles and in your enrolment form.

GENERAL EXCLUSIONS OF YOUR CONTRACT

You have decided on the extent of your protection by choosing the guarantees that best meet your needs.

However, regardless of the cover chosen, we never insure:

- The consequences of the fault of the insured, whether it is intentional or fraudulent (however, this exclusion does not apply to damage caused to others by persons for whom the insured is civilly liable);
- The consequences of war;
- Liability for claims related to incidents due or related, directly or indirectly, to asbestos or any other material containing asbestos in any quantity whatsoever;
- Damage and aggravation of damage caused by:
 - Weapons and/or devices intended to explode by modifying the structure of an atomic nucleus,
 - Any nuclear fuel, radioactive product or waste, or any other source of ionizing radiation if the damage or aggravation of damage:
 - directly affects a nuclear installation,
 - engages the exclusive liability of an operator of a nuclear installation,
 - originates in the supply of goods or services concerning a nuclear installation, except if it results from attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the Criminal Code, within the limits and conditions set in the contract,
- any source of ionizing radiation used or intended for use outside a nuclear installation and for which the insured, or any person for whom he is responsible, has ownership, custody or use, or for which he may be held responsible due to the design, manufacture or packaging, except if they result from attacks or acts of terrorism as defined in articles 421-1 and 421-2 of the Criminal Code, within the limits and conditions set in the contract.

However, this last paragraph does not apply to damage or aggravation of damage caused by sources of ionizing radiation used or intended for use in France, outside a nuclear installation, for industrial or commercial purposes, when the nuclear activity:

- Implements radioactive substances that do not involve a system of authorization within the framework of the nomenclature of Installations Classified for Protection of the Environment (article R 511-9 of the Environment Code),
- Also does not fall under a system of authorization under the regulations relative to the prevention of health risks linked to the environment and to work (article R 1333-23 of the Public Health Code);

- Payment of fines;
- The consequences of the insured's participation in a bet;
- The transport of explosives.

In addition to these general exclusions, there are specific exclusions that appear in each of the guarantees.

YOUR GUARANTEES

DAMAGE THAT YOU CAUSE TO OTHERS: CIVIL LIABILITY PRIVATE LIFE

By insured we mean:

Any natural person domiciled in Continental France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- Transport tickets,
- An organized trip (cruise, circuit, "all-inclusive" stay, ...)
- And the duration of which does not exceed twelve consecutive months.

WE COVER

The financial consequences of civil liability for tort or gross negligence that the insured may incur in the course of his private life, due to:

- Bodily harm
- Property damage
- Consequential losses which are directly consecutive to covered bodily harm or property damage, caused to others and resulting:
 - From an accident,
 - From a fire, an explosion, an implosion or water damage, occurring outside the buildings of which the insured is the owner, a tenant or an occupant;

THE FINANCIAL CONSEQUENCES OF THE CIVIL LIABILITY OF THE INSURED

- For damage caused by his children of minor age or any other person for whom the insured could be held civilly liable:
 - Who drive without their knowledge, possibly without a licence, a motorized land vehicle of which the insured is not the owner.
This guarantee only applies if there is no involvement of the contract covering the vehicle;
 - Who drive a ride-on toy whose speed does not exceed 6 km/hour,
- For damage caused by children of minor age of whom the insured has custody without compensation, being specified that the personal liability of these minors is not covered;
- For any theft committed to the prejudice of others by a person for whom the insured is responsible. However, this extension is only acquired if a complaint has been filed;
- For damage caused by pets belonging to him.

WE DO NOT COVER

In addition to the general exclusions of your contract defined above, the financial consequences of the insured's liability resulting from:

- Participation in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in the case of self-defence);
- The practice of hunting, air sports, any sports on a professional basis or their trials;
- The practice of a sport, when the liability of the insured is covered by an insurance contract attached to a licence issued by an official federation;
- The breach of dams and dikes;
- The manufacture of explosives of any kind;
- Academic support and babysitting provided within the framework of an association or a specialized organization;
- Damage caused by:
 - Any land vehicle subject to compulsory insurance, subject to the provisions of "civil liability following a sale", "driving without knowledge by an under-age child" and "driving a ride-on toy",
 - Any air navigation device,
 - Any sailboat (excluding windsurfers and boats powered exclusively by human energy) or any motor boat or nautical vehicle, of which the insured has ownership, custody or control;

- Buildings of which the insured is the owner, tenant or occupant in any capacity;
- Damage suffered by:
 - Any land vehicle subject to compulsory insurance;
 - Any air navigation device,
 - Any sailboat (including windsurfers and boats powered exclusively by human energy) or any motor boat or nautical vehicle, of which the insured has ownership, custody or control;
 - Goods, products or animals sold;
 - Ride-on toys;
- Property damage and consequential losses suffered by the insured, as well as damage suffered by goods, objects or animals, of which the insured has ownership, custody or use, subject to the provisions "damage suffered by movable property, for domestic use, rented";
- Non-consecutive consequential losses resulting:
 - From abusive use of a licence or a patent,
 - From infringement of industrial property rights, literary and artistic property.
 - In the United States of America and Canada: punitive or exemplary damages.

It is specified that for all claims occurring in the USA or CANADA, the costs of expert's fees, lawyers, legal fees and trial fees, are included in the amount of guarantees indicated in the contract and subject to application of the deductible.

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, commercial or administrative courts:

- When the lawsuit concerns application of a civil liability guarantee of this contract, or
- When, in a lawsuit brought by the insured, a counter-claim is presented for facts and damage that may involve one of these guarantees, we handle the defence of the insured, direct the trial and are free to exercise the avenues of recourse;

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 the remedies with the agreement of the insured, if he has been summoned as a defendant, 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 grants all powers for this purpose.

No acknowledgement of responsibility or settlement occurring without our agreement shall be 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 settlement 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.

EXTENT OF THE GUARANTEE OVER TIME

The guarantee is triggered by the harmful event, it covers the insured against the pecuniary consequences of claims, as long as the harmful event occurs between the initial effective date of the guarantee and its termination or expiration, regardless of the date of the other elements constituting the claim.

DEFENCE OF YOUR INTERESTS

Provisions common to Criminal Defence and Recourse guarantees following an accident

BY INSURED WE MEAN

Any natural person domiciled in Continental France or an overseas department who has reserved travel services privately with an approved organization (Tour operator, travel agency) whether it involves:

- Transport tickets
- An organized trip (cruise, circuit, "all-inclusive" stay, ...)
- And the duration of which does not exceed twelve consecutive months

PURPOSE OF THE GUARANTEE

In the event of a dispute between the insured and a third party, our service may consist of legal advice, amicable assistance, the cover of costs and fees incurred in the context of legal proceedings, up to the amounts indicated in the table of guarantee amounts and deductibles.

In order to prevent litigation, the insured benefits from a service to provide legal information by telephone. A team of specialized lawyers responds to any legal request.

FROM AN AMICABLE STANDPOINT

Legal consultation

As part of a personalized service and in view of the elements that the insured provides to us, we explain to him, either orally or in writing, the legal rules applicable to his case and we give him an opinion and/or advice on how to proceed.

Assistance with amicable procedures

After a complete study of the insured's situation, we intervene directly with his opposing party, in order to seek a negotiated outcome in accordance with his interests.

When assistance from an outside contributor is necessary (in particular when the insured's opponent is himself represented by a lawyer), we cover the costs and fees of the latter within the limit of the budget for amicable procedures indicated in table of guarantee amounts and deductibles.

The insured gives us a mandate to proceed with any process or operation intended to amicably put an end to the declared and covered dispute.

FROM A JUDICIAL STANDPOINT

When the dispute is or must be brought before a commission or a court, we cover the costs and fees incurred in the context of the procedure, within the limit of the judicial budget indicated in the table of guarantee amounts and deductibles.

FORMALITIES TO BE COMPLETED IN THE EVENT OF A DISPUTE

The insured must send any claim in writing to ASSURINCO.

Except in case of unforeseen circumstances or force majeure, any loss likely to fall within the scope of this cover must be declared within 30 working days, from the moment when the insured becomes aware of it or from the refusal of a claim of which he is the author or the recipient, under penalty of forfeiture of guarantee if it is established that this delay causes us harm.

For any declaration, the insured must mention the references of his contract and communicate all information, documents and supporting documents necessary to defend his interests or to establish the materiality or the existence of the dispute.

We do not cover the costs and fees generated or paid prior to the declaration as well as those corresponding to services or procedural acts carried out before the declaration, unless the insured can justify an urgency for having incurred them.

ARBITRATION

In the event of disagreement between the insured and us on the measures to be taken to settle the declared dispute:

- The insured has the option of freely designating a third party, provided:
 - That this person is authorized to give legal advice and is in no way involved in the possible continuation of the case,
 - That we are informed of this designation.

We cover the fees of the third party, freely designated by you, within the limit of the amount appearing in the table of guarantee amounts and deductibles;

- In accordance with article L 127-4 of the Insurance Code, this disagreement may be submitted for the assessment of a third person designated by mutual agreement with us or, failing that, by the Presiding Judge of the Tribunal de Grande Instance ruling in the form of summary proceedings.

The costs incurred for implementation of this option are our responsibility unless the court to which the matter is referred decides otherwise.

If the insured initiates, at his expense, a contentious procedure and obtains a more favourable solution than that which we propose to him or that proposed by the arbitrator, we reimburse the costs incurred for the exercise of this action, within the limit of the guarantee.

CHOICE OF LAWYER AND MANAGEMENT OF THE TRIAL

The insured has the free choice of a lawyer or any person qualified by the laws or regulations in effect to defend, represent or serve his interests in the circumstances provided for in article L 127-1 of the Insurance Code.

If the insured does not know a defender, we can make one available to him, subject to obtaining a written request from him.

With his defence counsel, the insured controls the procedure.

The free choice of counsel is also exercised whenever a conflict of interest arises, i.e., the impossibility for us to manage, independently, a dispute between, for example, two insureds.

It is specified that the costs and fees of the lawyer chosen by the insured are covered within the limit of the amounts provided for in the table of guarantee amounts and deductibles and the scale attached thereto.

MANAGEMENT OF CLAIMS

In order to guarantee you the best quality of services, the management of your legal protection claims is carried out by a service separate from those which manage the other branches of insurance.

The address of this service will be given to you by your ASSURINCO representative when you first request the benefit of the guarantee.

THE FOLLOWING ARE NEVER COVERED

- Travel expenses and corresponding vacations, when the lawyer has to travel outside the jurisdiction of the Court of Appeal in which his Bar is located;
- The costs and fees of the instructing counsel;
- Convictions, fines, notably criminal fines, costs and expenses incurred by the opposing party:
 - That the Court considers it fair to place under the responsibility of the insured if he is convicted,
 - Or those that the insured has agreed to incur within the framework of an amicable settlement, during or at the end of legal proceedings;
- Bail bonds as well as deposits as a civil party;
- Investigation costs and fees to identify or find the insured's opponent or find out the value of his assets;
- Additional fees that may be claimed depending on the result obtained or the service provided.

COMMON EXCLUSIONS

In addition to the general exclusions of your contract, the guarantee can never be granted for disputes:

- Opposing the insured:
 - Against us, regardless of the contract concerned,
 - Or against any other person defined as insured by this contract,
 - Against the customs administration,
 - Against the tax authorities (unless mentioned in your personal conditions);
- Resulting from facts prior to the effective date of cover and of which the insured had to be aware;
- Based on non-payment by the insured debtor of sums for which the amount or the due nature are not seriously questionable;
- Linked to membership in a political party or a professional trade union;
- Relating to personal and family law;
- Relating to estates (unless mentioned in your personal conditions);
- Relating to labour law (unless mentioned in your personal conditions);
- Relating to the professional life of the insured;
- Relative to participation of the insured in attacks, riots, popular movements, acts of terrorism, sabotage, vandalism, malicious acts, brawls (except in the case of self-defence);
- Following an accident related to any sports on a professional basis or their trials;
- Resulting from work of a real estate nature such as construction, restoration or rehabilitation, interior or exterior, requiring a prior declaration or a building permit.

DEFENCE OF YOUR INTERESTS/ Criminal defence and recourse following an accident

WE COVER

The assumption, within the limit of the guarantee amount appearing in the table of guarantee amounts and deductibles, of the costs related to the exercise of any amicable or judicial intervention before any court, for the purpose:

- of defending the insured if he is the subject of criminal action following an event covered by the contract,
- of obtaining compensation for the harm endured by the insured, in his private life, as a result of bodily harm, property damage and consecutive consequential losses, in the event of an accident involving the liability of a person not having the status of insured.

OUR INTERVENTION IN CASE OF A CLAIM

FORMALITIES AND TIME FRAMES TO BE RESPECTED

In the event of a claim, you must notify ASSURINCO -122 QUAI DE TOUNIS - BP 90932 6 - 31009 TOULOUSE - tel: 05.34.45.31.51 – Fax: 05.61.12.23.08 – email: sinistre@assurinco.com

Tell us:

- 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,
- The name of the people involved as well as the name of their insurer and of any witnesses;
 - Send us, within 20 days (except in cases of force majeure), an estimated statement, certified true and signed, of the damaged or stolen insured objects
 - Send us, within 48 hours of receipt, all notices, letters, notices to appear, summonses or subpoenas, extrajudicial documents or procedural documents which are sent or notified to you or your employees concerning the incident.

FAILURE TO COMPLY WITH THE DECLARATION DEADLINE

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.

FAILURE TO COMPLY WITH THE FORMALITIES AND DEADLINE FOR SUBMITTING DOCUMENTS

If you do not complete the formalities or do not respect the deadlines for providing the documents, we can seek damages from you in proportion to the damage resulting from this for us.

FALSE DECLARATIONS

In the event of false declarations made knowingly about the nature, causes, circumstances or consequences of a claim, you lose the benefit of the guarantees of your contract for this claim.

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 set in the table of guarantee amounts and deductibles and in your personal conditions.

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

COMPENSATION

The guarantees are granted within the limit of the amounts indicated in the table of guarantee amounts and deductibles.

CIVIL LIABILITY

We proceed on your behalf with payment of compensation due to the third party.

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 table of guarantee amounts and deductibles.

The costs of lawsuits, 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 borne by the Company and by 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.

PROVISIONS RELATIVE TO GUARANTEES SET PER INSURANCE YEAR

In all cases where a guarantee is granted up to a fixed amount per insurance year, it is exercised for all the harmful events occurring during the same insurance year, regardless of the date of the other elements constituting the claim.

When the same harmful event (or set of harmful events having the same technical cause) gives rise to one or more losses for which one or more claims are filed, they are attached to the insurance year of the occurrence of the harmful event (or the first harmful event for a set of harmful events having the same technical cause) and constitute one and the same claim. The amount set per insurance year is, therefore, automatically reduced regardless of the number, nature and origin of claims, compensation paid or due for the same insurance year until this amount is exhausted.

The amount set per insurance year constitutes the absolute limit of the insurer's commitments.

CRIMINAL DEFENSE AND RECOURSE FOLLOWING ACCIDENT

In addition to the steps we take, the compensation includes the payment of costs and fees required to defend your interests (experts, lawyers, etc.).

LEGAL INFORMATION

The Insured certifies that the answers making it possible to establish the contract are correct.

The insured's attention is drawn to the fact that any reluctance or intentional false declaration on his part results in invalidity of the contract (art. L113.8 of the Insurance Code), and that any omission or inaccurate declaration exposes him to incurring responsibility for a portion of the compensation (art. L113.9 of the Insurance Code).

Protection of personal data

Personal data concerning the insured entity (or concerning persons who are parties or concerned by the contract) are processed by the Insurer in compliance with the Data Protection Act of 6 January 1978 as amended. Processing of this data is necessary for establishment, management and execution of the contract, management of commercial and contractual relations, the fight against fraud, or the execution of legal, regulatory or administrative provisions in effect.

They are intended for its consultant and the services of the Insurer for each of his guarantees (Insurance, Banking and services) according to the purposes and provisions stated in the general conditions or information notice of his contract.

This information is kept, at most, for the duration of the contractual relationship, and until expiry of the legal time limits.

You have the right to access, rectify, delete and object [to the use of] your information by writing to your Insurer (see address given in this document) or through our website www.groupama.fr

In accordance with regulations, we inform you that you can refuse to be the subject of commercial prospecting by telephone, by registering, free of charge, on the national opposition list to telephone canvassing (Bloctel); however, this registration does not prevent the use of your telephone numbers within the framework of our contractual relationship.

In the event of a complaint (disagreement, dissatisfaction) relating to your contract, you can contact your usual contact or the head office of your Regional Fund (whose contact details appear herein). If you are not satisfied with the response, your complaint can be sent to the "complaints" department of our Regional Fund (whose contact details appear herein). We agree to acknowledge receipt of your complaint within a maximum of 10 working days. It will be processed within two months at most. If not, you will be notified.

Lastly, you can use Insurance Mediation, the contact details of which are available on the [groupama.fr](http://www.groupama.fr) site or from your usual contact. If you are not satisfied with the opinion issued by the Insurance Mediator, you may be able to take legal action.

VIP PACK

TRAVELER PROTECTION

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
The day of subscription of this contract.	The day of return - place of dispersal of the group

WHAT DO WE COVER?

Our guarantee takes effect if the tour operator or the transport company cannot fulfil its contractual obligation towards you due to an external event that is unavoidable and beyond its control and not excluded by this contract, resulting in:

- Either cancellation of your trip,
- Or the impossibility for you to travel on the scheduled dates.

IN WHAT CASES DO WE INTERVENE?

CANCELLATION OF THE TRIP BEFORE YOUR DEPARTURE (OUTBOUND)

If an external event that is unavoidable and beyond the control of the tour operator and/or the transport company forces them to cancel your trip and it reimburses you the amount of this trip:

- We refund the insurance premium paid for the cancelled stay,
or
- We reimburse you, up to the amount specified in the table of guarantees, for any round-trip transport tickets to be used between your place of residence and the meet-up location specified by the organizer, which have become useless due to cancellation of the trip, provided that these are not modifiable and not refundable, or modifiable with penalties.

POSTPONEMENT OF YOUR TRIP TO NEW DATES (OUTBOUND)

If an external event that is unavoidable and beyond the control of the tour operator and/or the transport company requires that they postpone your trip:

- The insurance contract for the cancelled trip will be postponed free of charge to the new travel dates,
- If, due to the postponement of your trip to a new date, it undergoes a price increase due to an increase in taxes, fuel or simply because of the change of period, we will refund the difference observed, up to the amount specified in the table of guarantee amounts. For the guarantee to be granted, the following details must be similar to those of the cancelled trip: number of passengers, destination, length of stay, category of hotel,
- We reimburse you, up to the amount specified in the table of guarantees, for any round-trip transport tickets to be used between your place of residence and the meet-up location specified by the organizer, which have become useless due to cancellation of the trip, provided that these are not modifiable and not refundable, or modifiable with penalties.

The amounts of the trip postponement guarantee or not cumulative with those specified in case of cancellation of the trip.

DURING YOUR TRIP

If an external event that is unavoidable and beyond the control of the tour operator and/or the transport company requires that they defer your date of return:

- All the guarantees of this contract remain applicable until your final return date (excluding the cancellation guarantee),
- We reimburse you upon presentation of supporting documents for hotel expenses (hotel and meals) not covered by the tour operator and/or the transport company, resulting from the extension of the stay, up to the amount specified in the table of guarantees.

This guarantee is not cumulative with the "prolongation of stay" guarantee in case of assistance.

WHAT WE EXCLUDE:

- The absence of hazard,
- A nuclear incident, civil or foreign war, a riot or strike,
- Failure of the trip organizer or airline,
- An act of negligence on your part.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

You must notify us within five working days of the event leading to application of the guarantee or your effective return date, specifying your contract number and the precise circumstances of the claim.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Send us all the documents necessary for constitution of the file and to prove the merits and the amount of the claim.

In case of cancellation:

- The registration form for the trip containing the amount of insurance paid,
- The invoice concerning any transport ticket to be used between the place of residence and the meeting place set by the tour operator,
- The certificate from the transport company confirming that it is not modifiable or refundable and that it has not been used.

In case of postponement:

- Regarding the initial trip
 - The registration form and a copy of the invoice from the tour operator,
 - Details of the services of the new trip (copy of the brochure, for example),
 - The invoice concerning any transport ticket to be used between the place of residence and the meeting place set by the tour operator.
 - The certificate from the transport company confirming that it is not modifiable or refundable and that it has not been used.
- About the new trip
 - The registration form of the agency,
 - The invoice of the trip organizer,
 - Details of the services of the new trip (copy of the brochure, for example).

In case of extension of stay on site

The original invoices for hotel expenses,

FLEXI CANCEL OPTION CANCELLATION WITHOUT PROOF

EFFECTIVE DATE	EXPIRATION OF THE GUARANTEE
The day of subscription of this contract.	On the day of departure - meet-up location of the group (outbound)

IN WHAT CASES DO WE INTERVENE?

The "Cancellation without proof" guarantee offers you the possibility to obtain a refund of your trip without having to provide proof. However, you will always be asked for the reason for your cancellation.

CANCELLATION OF ONE OF THE PEOPLE ACCOMPANYING YOU

As a result of your cancellation, we also cover reimbursement of the cancellation fees of the persons registered at the same time as you and insured by this same contract, when the cancellation originates from one of the causes listed above. Our refund is limited to the cover of up to 9 persons for the same event.

If the person(s) wish(es) to travel alone, additional costs related to your cancellation are taken into account, without our reimbursement being able to exceed the amount due if they had cancelled at the same time as you.

WHAT WE EXCLUDE

Within the framework of the guarantee of Cancellation "without proof", the following are excluded:

Trips which cannot be taken due to:

- Default of any kind, including financial, of the organizer of the stay and of the transporter,
- Cancellation of all or part of the services provided during this trip,
- Restrictions of movement of persons issued by the competent authorities of the country of departure or transit or destination,
- Any event or consequence related to an epidemic or pandemic, unless otherwise stated in the guarantee of the general contract

FOR WHAT AMOUNT DO WE INTERVENE?

The compensation paid in application of this guarantee may in no case exceed the price of the trip declared when subscribing this Contract and within the limits specified and with deduction of a deductible, the amount of which is stated in the **Table of Guarantee Amounts**.

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

Administrative fees, 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?

1. You must declare your claim as soon as you become aware of the event that may result in the guarantee. If your trip cancellation is later than this date, our refund will be limited to the cancellation fee in effect on the date of the event (calculated according to the scale of the tour operator of which you were aware at the time of registration).

2. Furthermore, if the claim has not been reported to us directly by the travel agency or organizer, you must notify us within five working days of the event giving rise to the guarantee. To do this, you must send us the claim declaration attached to the insurance contract that has been given to you.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

However, you will always be asked for:

- The initial settled purchase invoice for the trip,
- The original invoice for the costs remaining as your responsibility following cancellation with the organizer of the stay,
- A RIB (bank information),
- And proof of the relationship with the Insured (if necessary).

Assurinco Assurance Voyage

Subsidiary of Cabinet Chaubet Courtage - SARL de courtage en assurances (Limited Liability Insurance brokerage) with capital of 1 187 070 €

Headquarters: 122 Bis Quai de Tounis, 31000 TOULOUSE – www.assurinco.com

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