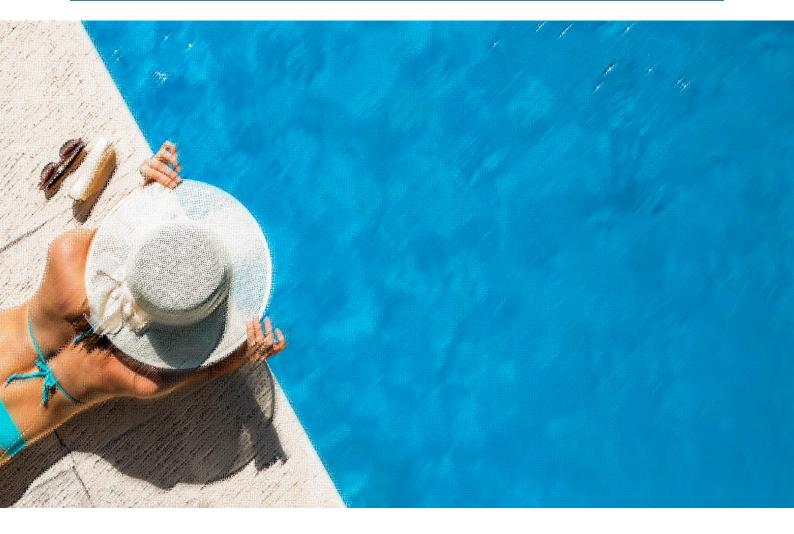
# GENERAL TERMS "TOURIST ACCOMMODATIONS" MULTI-RISK COVER - EPIDEMIC EXTENSION POLICY no.: 6182



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

Ref 6182 Multi 23

#### **SCHEDULE OF COVER**

CANCELLATION FEES NAMED DANGER REASONS	Amounts and excess
CANCELLATION FEES NAMED DANGER REASONS	According to the conditions of the cancellation fees scale
	Max. €10,000 per stay
Including:	
<ul> <li>Cancellation for serious illness (including serious illness following an epidemic or pandemic)</li> </ul>	
<ul> <li>Cancellation for denied boarding at the airport, train station, bus station or port of departure following a temperature check</li> </ul>	No excess for medical reason  Deductible for other reasons: unless otherwise stated, €30 per file
✓ Cancellation due to the lack of vaccination against COVID-19	
SNOW CANCELLATION FEES	Amounts
SNOW CANCELLATION FEES	
(only during the official opening dates of the ski	According to the conditions of the cancellation fees scale
resorts)	Max. €5,000 per stay
- Lack or excess of snow cover	
Excess	20 % with a minimum of €30 per file
LATE ARRIVAL	Amounts
- Impossible access to the place of stay	Reimbursement of unused land services on a <i>pro rata temporis</i> basis of the rental with a maximum €4,000 per rental or camping space and one full tank per event of €25,000
- Excess	1 day
INTERRUPTED STAY FEES	Amounts
INTERRUPTED STAY FEES	Reimbursement of unused land services <i>pro rata temporis</i> , in the event of early return  Max. €4,000 per stay  Excess 1 day
- Reimbursement of the "ski lift", "ski rental" and "ski	Max. €300 per person
lessons" package (if not refundable by the school)	Excess 1 day
REPATRIATION ASSISTANCE	Amounts
- Repatriation or medical transport	Actual expenses
- Support during repatriation or transport	Transport ticket
- Presence in event of hospitalisation	Transport ticket + hotel costs €80 (max. 7 days)
- Extension of stay at the hotel	Hotel expenses €80 per person/day, max. 7 days
- Hotel expenses	Hotel expenses €80 per person/day, max. 7 days

- Additional reimbursement of medical, surgical,	
pharmaceutical and hospitalisation expenses for	
foreigners	max. €30,000 per person or per event
Excess per medical expenses file	30 €
- Emergency dental care	€160 per person
- Transport of the remains in the event of death	
Repatriation of the remains	Actual expenses
<ul> <li>Funeral expenses required for the transport</li> </ul>	€1,500 per file
Return of family members or an insured	Transport ticket + taxi fees
companion	
Death formalities	Transport ticket of a family member + hotel costs €80 per
	person and per day, max. 2 nights
- Early return	Transport ticket + taxi fees
- Rescue costs on marked ski slopes	Actual expenses
- Payment of offshore and mountain search and rescue	1,600 €
costs	
- Return of children under 15 years old	Transport ticket
- Sending of medicines abroad	Shipping costs
- Replacement driver	Transport ticket
Legal assistance abroad	
Payment of fees	€1,600 per file
Advance of bail  Transmission of management from a broad.	€15,300 per file
- Transmission of messages from abroad	Shipping costs
- Theft, loss or destruction of papers assistance	Advice and shipping costs
- Travel information	Advice
- Advance funding abroad	€1,500 per person
- Sending of medicines abroad	Shipping costs
Covid ASSISTANCE	Amounts
ASSISTANCE	
> Remote advice before and during the stay (A)	(A) 3 calls
> Medical repatriation (including in the event of an	(B) Actual expenses
epidemic or pandemic) (B)	(b) Account expenses
> Return impossible (C)	(C) Max €1,000 per person and Max €50,000 per group + hotel
	costs €80 per night / Max. 14 nights
> Hotel expenses following 14-day quarantine (D)	(D) Hotel expenses €80 per night/max. 14 nights
Hotel expenses following flight cancellation due to epidemic or pandemic (E)	(E) Hotel expenses €80 per night/max. 14 nights
> Medical expenses outside country of residence due	(F) €30,000 per person
to COVID illness including in case of epidemic or	(F) €160 per person
pandemic (F)	(- 2) 2228 ps. ps. son
Excess (F1)	
› Payment of local telephone plan (G)	(G) Up to €80
> Psychological support following quarantine (H)	(H) 6 sessions per event
> Emergency suitcase (I)	(I) max. €100 per person and max. €350 per family

✓ Domestic help (a)	(a) 15 hours spread over 4 weeks
✓ Delivery of household shopping (b)	(b) 15 days maximum and 1 delivery per week
<ul> <li>Psychological support following return home</li> <li>(c)</li> </ul>	(c) 6 sessions per event
SPORTS/SKI EQUIPMENT INSURANCE	Amounts
SPORTS/SKI EQUIPMENT INSURANCE	
In the event of theft or breakage of equipment belonging to you	Payment of rental costs for replacement equipment Max. €150 per person and for max. 8 days
FORGOTTEN ITEM	Amounts
FORGOTTEN ITEM	
Shipping costs	Max. €150 per file Max. 1 item per file insured
REPLACEMENT VEHICLE	Amounts
REPLACEMENT VEHICLE	
Equivalent vehicle rental costs following breakdown, theft or accident during the stay	maximum 3 consecutive days

#### Deadline for taking out policy

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

Covers other than Cancellation are applicable for the duration of the trip corresponding to the invoice issued by the organiser with a maximum of 3 months from the date of departure on the trip.

#### HOW TO CONTACT OUR INSURANCE INDEMNIFICATION DEPARTMENT

When insurance covers are at stake, the insured must:

• Give Gritchen Affinity written notice of any claim likely to result in a request for payment within ten working days (this is reduced to two working days in case of theft).

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

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

### FOR FAST, UP-TO-THE-MINUTE HANDLING OF YOUR INSURANCE CLAIMS

Go to: www.declare.fr

(Send in your supporting documents and monitor the progress of your file at any time)

## FOR TRADITIONAL HANDLING OF YOUR INSURANCE CLAIMS

By e-mail: sinistre@declare.fr

By post:
Gritchen Affinity
Service sinistre
27 Rue Charles Durand – CS70139
F-18021 Bourges Cedex

#### **NEED ASSISTANCE?**

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

by phone:	by fax:	by e-mail :
+33 1 45 16 85 42	+33 1 45 16 63 92	assistance@mutuaide.fr
(Call not surcharged, cost according to operator, call		
may be recorded)		

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

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

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

#### DESCRIPTION OF COVERS

#### → Cancellation fees Named danger reasons

Takes effect	Expiry of the cover
Cancellation : the day of taking out this policy	Cancellation: the day of departure - stay location

#### WHAT WE COVER

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

In terms of rental, the cover is valid only on condition that the rental is fully paid up.

#### WHEN DO WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of any other.

- Serious illness (including serious illness following an epidemic or pandemic), serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness of accident, noted before booking your trip, of:
  - > yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your guardian or any person usually living under your roof,
  - your brothers and sisters, including the children or the spouse or live-in partner of one of you direct ascendants, brothers-and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
  - > your professional replacement named when booking, the person named when taking out this policy responsible, during your trip, of looking after or taking on holiday your underage children, or the disabled person living under your roof, subject to hospitalisation of more than 48 hours or death
- Death of your uncle, aunt, nephews and nieces.
- Denied boarding at the airport, train or bus station or the port of departure following a temperature check organised by the health authorities of the country of departure or the transport company with which you are travelling.

  (A supporting document issued by the transport company that refused boarding, or by the health authorities from the country of departure, should be sent to us; no indemnity will be possible when this document is not provided).
- Not vaccinated against Covid-19
  - when at the time of taking out this policy, the country of destination did not impose vaccination against Covid 19 to enter its territory but at the time of your departure it imposes it:
  - ✓ and that you are no longer within the time limit required to carry out this vaccination allowing you to travel,
  - ✓ or that you cannot proceed with this vaccination, following a medical contraindication to vaccination.

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

We only intervene if the illness or bodily injury formally prohibits leaving the home, requires medical care and prevents the exercise of any professional or other activity.

#### **Complications due to pregnancy**

• Which lead to the absolute cessation of all professional or other activity and provided that at the time of departure, the person is not more than 6 months pregnant,

or

• if the very nature of the trip is incompatible with your state of pregnancy, provided that you are unaware of your state at the time of registering for the trip.

A contra-indication following consequences of vaccination or a medical inability to take the preventive treatment required for your chosen travel.

**Redundancy** provided that the procedure was not initiated on the day of the subscription of this Contract and/or that you were not aware of the date of the event at the time of the subscription of the policy

- · regarding yourself,
- regarding your legal or de facto spouse,

#### Summons before a court, only in the following cases:

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

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

**Summons with a view to adopting a child** for the duration of your insured stay and provided that the summons was not known when the Policy was taken out

#### Summons to re-sit a higher-education exam

Following an unknown failure at the time of booking or the subscription of the policy (higher education only), provided that the said examination takes place during the trip.

#### Destruction of professional or private premises

Imperatively requiring your presence on the day of departure scheduled to take the necessary precautionary measures, following a fire, water damage or natural elements and reaching more than 50% of your private or professional premises

**Theft at your professional or private premises** requiring your presence without fail on the day of departure, provided that it occurs the 48 hours preceding the start of the trip.

#### Granting of a job or an internship by the employment agency

taking effect before or during the dates scheduled for your trip, while you were registered with the employment agency, provided that it is not a case of extension, renewal or modification of the type of contract or a mission provided by a temporary employment company.

#### Cancellation or modification to the paid holiday dates imposed by your employer

This cover is granted to salaried employees, excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry. These leaves, corresponding to an acquired right, must have been the subject of a prior written agreement from the employer before the subscription of the Contract.

An excess of 20% remains your responsibility with a minimum of €30 per file.

#### Change of job

Imposed by your hierarchy and not having been the subject of a request on your part, excluding heads of companies, self-employed professionals, craftsmen and people employed part-time in the entertainment industry.

An excess of 20% remains your responsibility with a minimum of €30 per file.

#### Visa refusal by the authorities of the country

by the authorities of the country chosen for your trip, provided that you have not submitted any request which would have been refused by these authorities during a previous trip, that your steps have enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of this country

**Serious damage to your vehicle** during the 96 working hours **before the first day of the stay** and insofar as it cannot be used to get you to your stay location.

#### Medical inability to play a sport

Medical incapacity to practice a sports activity is a reason for cancellation if the stay takes place in a ski resort.

Bad weather preventing the activity of the stay is a reason for interrupting sports activities unless a meteorological event of abnormal intensity causes the closure of sports facilities before departure - in this case, the cancellation of the stay will be taken into account.

#### Cancellation of one of the people accompanying you

(maximum 8 people) registered at the same time as you and insured by this same contract, when the cancellation originates from one of the covered causes.

If the person wishes to travel alone, additional expenses are taken into account. Our reimbursement may not exceed the amount due in the event of cancellation on the date of the event.

#### WHAT WE EXCLUDE

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

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

- Any event, illness or accident that has already been noted, relapse, aggravation or hospitalisation between the date of purchase of the stay and the date the insurance policy was taken out,
- Any circumstance detrimental to mere enjoyment,
- Pregnancy and in all circumstances, voluntary termination of pregnancy, childbirth, *in vitro* fertilisation and their consequences, together with the complications due to the state of pregnancy beyond the 28th week,
- Forgotten vaccination,
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- Too little or too much snow,
- Any medical event of a mental, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than three consecutive days after taking out this policy,
- Pollution, local health situation and natural disasters covered by the procedure referred to in Law 82-600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings against you,
- Any other event occurring between the date when the insurance policy was taken out and the date of departure for your trip
- Any event occurring between the date of registering for the trip and the date when the insurance policy was taken out.
- The absence of hazard,
- An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- The simple fact that the geographical destination of the trip is not recommended by the Ministry of Foreign Affairs of the insured's country,
- An act of negligence by you,
- Any event for which the trip organiser may be responsible or liable in accordance with the Tourism Code in force,
- Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, driving licence, identity card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure

#### **HOW MUCH COMPENSATION DO WE PAY?**

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

The insurance premium is never refundable.

#### 6. HOW SOON SHOULD YOU MAKE THE CLAIM?

1/ Medical reasons: you should declare your claim as soon as it has been proven by a competent medical authority that your state of health is serious enough to contra-indicate your trip.

If your cancellation is subsequent to such a contra-indication to travel, our reimbursement will be limited to the cancellation fees applicable at the date of the contra-indication (calculated on the basis of the trip organiser's scale of charges that were known to you when you subscribed).

For any other reason for cancellation: you should notify your claim as soon as you become aware of the event that may give rise to the cover. If the cancellation of your trip is subsequent to this date, our reimbursement will be limited to the cancellation fees applicable at the date of the event (calculated on the basis of the trip organiser's scale of charges that were known to you when you subscribed).

2/ Also, if the loss has not been declared to us directly by the travel agent or the organiser, you should advise us within five working days following the event leading giving rise to the cover. To do this, you must send us the declaration of loss attached to the insurance policy that was given to you.

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

Your must be accompanied by:

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

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

If you do not have these documents or information, you should procure them from your doctor and send them to us using the above-mentioned pre-printed envelope. You must release your doctor from medical secrecy. The same applies to the attending physician of the person who initiated the cancellation, under penalty of forfeiture of your rights to compensation.

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

- All photocopies of prescriptions for medicines, tests or examinations together with any documents proving that such
  prescriptions have been filled or performed, in particular the social security forms showing the medical stickers for the drugs
  prescribed,
- Statements from Social Security or similar bodies concerning reimbursement of treatment costs and payment of daily indemnities,
- The original of the paid invoice for the amount you were bound to pay to the organiser or that the organiser retains,
- The number of your insurance policy,
- The registration form issued by the travel agent or organiser,
- In the event of an accident, you must specify its causes and circumstances and provide us with the names and addresses of those responsible, and, where applicable, of witnesses.
- If you are denied boarding: a supporting document issued by the carrier that denied you boarding, or by the health authorities; (no indemnity will be possible when this document is not provided).
- And any other necessary document.

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

#### **Cancellation Lack of Snow**

Takes effect	Expiry of the cover
Cancellation : the day of taking out this policy	Cancellation : the day of departure - stay location

#### WHAT WE COVER

We reimburse down payments or all sums retained by the trip organiser (minus an excess stated in the Schedule of Cover) and invoiced according to its general terms and conditions of sale (excluding administrative costs and the insurance premium), when you are obliged to cancel your trip before you leave (on the outward journey).

#### WHEN DO WE INTERVENE?

We intervene for the reasons and circumstances listed below, to the exclusion of any other.

#### Lack of snow, excess snow cover

2/3 of the ski area closed for at least 2 consecutive days, in a ski area located at more than 1200 m altitude, between 15 Decamber and 15 April.

Lack of snow, excess snow cover or violent wind leading to the closure of at least 2/3 of the ski area, for at least 2 consecutive days, and this in the 5 days preceding departure.

The closure of at least 2/3 of the ski area must be confirmed by the proven closure of a certain number of ski lifts and by the percentage of opening of the ski area communicated by the company operating the ski area concerned.

Lack or excess of snowfall known at the time of booking the Stay, the closure of the ski area due to technical or human problems or for regulatory reasons other than due to climatic events are excluded from this cover.

#### **IMPORTANT:**

This cover is valid only during the official opening dates of the ski areas and for resorts over 1200 meters above sea level. In terms of rental, our cover is valid only on condition that the rental is fully paid up.

#### **HOW MUCH COMPENSATION DO WE PAY?**

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

The insurance premium is never refundable..

#### → Late arrival

Takes effect	Expiry of the cover
Late arrival: the day of taking out this policy.	Late arrival: the last day at the place of stay

#### WHAT WE COVER

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

- Either one of the events listed in the "Cancellation policy".
- Either the impossible access to the resort/place of stay, due to bad weather conditions leading to the closure by the competent authorities of all road and rail access for a period of more than 5 (five) hours.

This cover cannot be combined with the cancellation cover.

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

You have to:

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

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

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

#### → REPATRIATION ASSISTANCE

Takes effect	Expiry of the cover
Repatriation Assistance : the scheduled day of departure - stay location	Repatriation Assistance : the scheduled day of return

If you find yourself in one of the situations mentioned below, we implement the services described, in accordance with the General and Special Provisions of your policy, by simple telephone call or by sending an e-mail or a fax. In all circumstances, our doctor alone makes the decision to assist and chooses the appropriate means after contacting the general practitioner on the spot and, if appropriate, the family of the beneficiary. The medical interest of the beneficiary and compliance with health regulations in force are alone taken into consideration to decide on transport, choose the means used for this transport and the possible hospitalisation location.

Under no circumstances can we replace the local emergency services.

#### WHAT WE COVER

#### REPATRIATION OR MEDICAL TRANSPORT

You are ill or injured during a covered trip. We organise and take care of your repatriation to your home or to a hospital near you.

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

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

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

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

#### Support during repatriation or medical transport

If you are transported in the above conditions, we arrange and pay for the additional costs of transporting insured members of your family or a person insured under this policy and accompanying you, if the tickets for their return to Europe cannot be used due to your repatriation.

#### Presence in event of hospitalisation

You are hospitalised on site by decision of our medical team, before your medical repatriation, for a period of more than 7 days. We organise and pay for round-trip transport by train in 1st class or by airliner in economy class, for a member of your family residing in the same country as you, as well as their living expenses (room, breakfast) to visit you.

Our coverage for his accommodation is up to the amount indicated in the Schedule of cover.

The costs of catering or other expenses remain in all cases the responsibility of this person.

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

Extension of stay at the hotel

If your state of health does not necessitate hospitalisation or medical transport and that you cannot return home on the date initially planned, we pay for the additional expenses of staying at the hotel for both yourself and your insured family members or a person insured under this policy and accompanying you, up to the amount indicated in the Schedule of Cover.

As soon as your health permits, we arrange and pay for the additional costs of transporting you and possibly your insured family members or a person insured under this policy who has remained with you, if the tickets provided for your and their return to Europe cannot be used due to this event.

#### **Hotel expenses**

We reimburse a person accompanying you with the hotel expenses within the limit of the sum indicated in the Schedule of Cover, in the following cases:

- You are hospitalised in a town different from the one planned on your registration slip.
- You die and one of your companions wishes to stay with the body for the time needed for the administrative formalities.

#### Medical expenses outside country of residence)

When medical costs have been incurred with our prior agreement, we will reimburse you for the part of these costs which will not have been covered by any insurance organisations with which you are affiliated.

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

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

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

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

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

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

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

#### **REPATRIATION OF REMAINS**

You die during a covered trip. We organise the repatriation of your remains to the place of funeral in your country of residence. In this context, we take care of the following:

- ✓ Remains transportation costs,
- ✓ Costs related to conservation care imposed by applicable legislation,
- The costs directly necessitated by the transport of the remains (handling, specific arrangements for transport, packaging) up to the amount indicated in the Schedule of Cover.

#### **DEATH FORMALITIES**

If the presence on site of a family member or close friend of the deceased proves essential to carry out the recognition of the remains and the formalities of repatriation or cremation, we organise and pay for a one-way ticket /return by 1st class train or economy class airline, as well as accommodation costs (room and breakfast) incurred on behalf of this person up to the amount indicated in the Schedule of Cover.

All other costs remain the responsibility of the family of the deceased.

#### Early return

If you have to interrupt your journey prematurely in the cases listed below, we pay for the additional transport costs for both you and insured members of your family or two persons insured under this policy accompanying you, if the tickets for your and their return within Europe cannot be used due to this event.

#### We cover:

- Serious illness, serious bodily injury requiring hospitalisation or the death of a member of your family, your professional replacement, the person caring for your minor children or a disabled person living under your roof, the legal guardian, a person normally living under your roof;
- Serious material damage requiring your presence without fail and attacking your home as well as your professional premises following a burglary, fire or water damage.

#### Payment of search and emergency services costs

We pay for offshore and mountain search and rescue costs following an event placing your life in danger, up to the amount indicated in the Schedule of Cover.

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

#### Rescue costs on the ski slopes

You are the victim of a skiing accident on open and marked slopes. We cover the cost of sledding from the place of the accident to the bottom of the slopes or to the rescue center closest to the place of the accident. When the emergency services cannot reach the place of the accident, the costs of a helicopter or any other means are also covered.

This cover is provided within the limits of the amounts indicated in the Schedule of Cover.

These costs are covered insofar as we are informed before the end of your stay in the ski resort, and/or within 48 hours following the intervention of the emergency services.

#### Reimbursement of the lift pass and ski lessons

Following a ski bodily accident preventing you from skiing, we will reimburse your ski lift pass from the day following the bodily accident up to the amount indicated in the Schedule of Cover. This cover is only for ski passes of at least 5 days.

We will also reimburse you for ski lessons that you have not used due to your personal injury and insofar as the ski school refuses to reimburse you for lessons previously paid for.

#### Return of children under 15 years old

If you are ill or injured and noone is in a position to look after your children under 15 years old accompanying you, we arrange and pay for the Return journey of a person chosen by you or one of our hostesses to bring them back to your place of residence or that of a member of your family in Europe.

#### Sending of medicines for foreigners

During a covered trip outside your country of residence, you are deprived of medicines essential to your health, following a loss or theft. We take care of the research and delivery of these medicines, in the event that these medicines or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE are not found on site (subject to obtaining the contact details of your doctor from you).

We take care of the shipping of medicines by the fastest means, subject to local and French legal constraints.

Customs fees as well as the cost of purchasing medication remain your responsibility.

#### Advance funding for foreigners

During a covered trip outside your country of residence, your means of payment, your transport tickets or your official papers (passports, national identity card, etc.) have been lost or stolen.

On a simple call to our service, we will inform you of the steps to be taken (filing of a complaint, renewal of papers, etc.).

The information communicated is information of a documentary nature referred to in article 66.1 of the amended law of 31 December 1971. They do not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds up to the amount indicated in the Schedule of cover, against an acknowledgment of debt remitted to MUTUAIDE ASSISTANCE

This advance is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.

#### In the event of non-payment, we reserve the right to initiate any type of recovery proceedings.

#### Transmission of messages

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

The messages transmitted cannot be of a serious or sensitive nature. The messages remain under the responsibility of their authors - who must be identifiable - and engage only them. We only play the role of intermediary for their transmission.

#### Replacement driver

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

We cover the travel costs and driver's salary.

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

If your vehicle is more than 8 years old and/or 150,000 km or if its condition and/or its load does not comply with the standards defined by the French Motorway Code, you should mention it to us. We then reserve the right not to send a driver.

In this case, and replacing the replacement driver, we provide and pay for a 1st class train ticket or an economy class plane ticket to pick up the vehicle.

This service only applies in the following countries:

France (including Monaco, Andorra, except DOM-ROM, COM and sui generis communities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

Fuel costs, tolls, hotel and catering costs for any passengers remaining at your expense.

#### Information and medical advice services

At your request, we communicate information and medical advice to you 24 hours/day, 7 days/week. This information is general.

On one or several medicinal products:

- generics

- side effects
- contraindications
- interactions with other medicinal products.

#### In the following areas:

- vaccination
- dietary
- lifestyle
- food
- travel arrangements

The advice from the doctor is limited to giving objective information. The purpose of the service is not under any circumstances to provide a personalised medical consultation by telephone or to promote self-medication. If such a request is received, we shall advise you to consult your general practitioner.

#### By way of derogation, the assistance cover is extended to the consequences of COVID:

#### REMOTE ADVICE BEFORE AND DURING YOUR STAY

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

The information relates to the following areas.

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

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

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

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

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

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

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

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

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

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

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

#### **RETURN IMPOSSIBLE:**

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

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

#### HOTEL EXPENSES AFTER BEING PLACED IN QUARANTINE

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

#### MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

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

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

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

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

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

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

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

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

#### EXTENSION OF THE BENEFIT: ADVANCE FUNDING OF HOSPITALISATION COSTS (OUTSIDE COUNTRY OF RESIDENCE)

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

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

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

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

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

#### **PAYMENT OF LOCAL TELEPHONE PLAN**

If you must quarantine during a trip covered outside your country of residence, we will defray the costs of commissioning a local telephone plan within the limit indicated in the Table of Benefits.

#### **PSYCHOLOGICAL SUPPORT ON SITE**

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

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

#### **EMERGENCY SUITCASE**

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

#### **DOMESTIC HELP**

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

#### **DELIVERY OF HOUSEHOLD SHOPPING**

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

#### **PSYCHOLOGICAL SUPPORT UPON YOUR RETURN HOME**

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

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

We intervene with a maximum and an excess indicated in the Schedule of Cover.

#### WHAT ARE THE SPECIFIC EXCLUSIONS FROM ASSISTANCE TO PERSONS?

Under no circumstances can we replace the local emergency services.

Apart from the exclusions appearing in the section "WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS?, we don't cover:

- ◆ Travel taken for the purpose of diagnosis and/or treatment,
- Medical and hospitalisation expenses in the country of residence,

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

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

You need to obtain our prior agreement before incurring any expense, including medical expenses.

For any request for reimbursement, you must send us the notification of claim duly filled in accompanied by supporting documents relating to your request for reimbursement.

When we have arranged your transport or repatriation, you should return the initial transport tickets to us as they become our property.

#### → Interrupted stay fees

Takes effect	Expiry of the cover
Interrupted stay fees: the start day of the stay	Interrupted stay fees: the scheduled day of return

#### WHAT WE COVER

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

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

#### Winter Season Special:

#### Reimbursement of the lift pass, ski rental and ski lessons

Following an accident or illness during your stay, we will reimburse your ski lift pass and ski rental from the day following the bodily accident up to the amount indicated in the Schedule of Cover. This cover is only for ski passes of at least 5 days.

We will also reimburse you for ski lessons that you have not used due to your personal injury and insofar as the ski school refuses to reimburse you for lessons previously paid for.

#### WHAT WE EXCLUDE

Apart from the exclusions provided for in the General Terms, interruptions after the following are not covered:

- cosmetic treatment, health cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;
- depressive, mental or psychological illness without hospitalisation of less than three days;
- epidemics.
- · Requests for reimbursement of transport ticketing,
- Requests for reimbursement of services not appearing on the travel registration form and therefore not guaranteed (even
  if these services are purchased from the local representative of the organiser on site),
- Interruptions of stay whose generating event was known before the departure of the trip.

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

You have to:

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

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

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

#### → Theft or Breakage of "Sports/Ski Equipment"

Takes effect	Expiry of the cover
Sports gear: the start day of the stay	Sports gear: the scheduled day of return

#### WHAT WE COVER

- In the event of accidental material damage to your personal sports/skiing equipment, we will reimburse you for the rental costs of equivalent replacement equipment from a professional, within the limits of the ceilings and after application of a deductible stipulated in Schedule of cover.

The guarantee is granted provided that the Member proves the materiality of the loss, by presenting the lessor with the damaged equipment.

- In the event of simple theft or burglary of your sports/skiing equipment, we will reimburse you for the rental costs of equivalent replacement equipment from a professional, within the limits of the ceilings and after application of a deductible stipulated in Schedule of cover.

The cover is limited to a single claim per guaranteed ski equipment and per period of insurance.

#### EXCLUSIONS SPECIFIC TO THE THEFT AND BREAKAGE COVER FOR SKI EQUIPMENT / SPORTS EQUIPMENT:

- theft of guaranteed equipment in the resort between 6:00 (six) p.m. and 9:00 (nine) a.m.;
- theft other than burglary between 6:00 (six) p.m. and 9:00 (nine) a.m.;
- loss, including loss as a result of a Force Majeure Event or disappearance of Insured Ski Equipment;
- damage other than accidental property damage;
- damage caused to the exterior parts of the covered sports/skiing equipment that does not affect the proper functioning of the same, such as scratches, chips;

 damage resulting from non-compliance with the use and maintenance instructions issued by the store where the covered sports / ski equipment is collected;

damage falling under the manufacturer's, distributor's or fitter's warranty;

• the willful or fraudulent fault of the Member.

#### **TERRITORIALITY**

Cover applies to any covered event occurring in Metropolitan France.

#### For the Theft cover

In the event of burglary or simple **theft** 

- ◆File a complaint as soon as possible with the competent authorities, which must mention the theft and its circumstances
- •Declare your claim to GRITCHEN ASSURANCES by sending the following documents: original of the filing of the complaint expressly mentioning Burglary or Simple Theft and a sworn statement specifying the exact circumstances of the incident (date, time and place of the incident).

#### For the Breakage cover

#### In case of accidental damage

• Make the claim to GRITCHEN ASSURANCES by sending the following documents: a sworn statement specifying the circumstances of the claim (date, time and location of the claim) as well as the statement from the subscriber's store specifying the material damage suffered by the guaranteed ski equipment or the rental invoice for the replacement equipment.

Comply with GRITCHEN ASSURANCES instructions

We may request the opinion of an expert or an investigator as well as any other supporting document deemed necessary for the merits of the claim for compensation.

#### → Forgotten personal item left behind in the rental accommodation

Takes effect	Expiry of the cover
I Forgotten item: the scheduled day of return	Forgotten item: Maximum 15 days after the day of the planned return
	from the trip

#### WHAT WE COVER

<u>Forgotten item</u>: object or clothing belonging to the Insured forgotten at the place of covered stay and noted by the Insured when he returns to his home.

We will reimburse you, within the limits of the ceilings shown in the Schedule of Cover and one item per accommodation, the cost of sending a forgotten item.

#### WHEN DO WE INTERVENE?

You have forgotten a personal item at the place of your stay, we will reimburse the shipping costs (excluding insurance), under express cover from the place of forgetting to the place where you are to allow you to recover the forgotten item.

#### We cannot be held responsible:

- delays attributable to the transport providers selected to deliver the forgotten item; the breakage, loss, damage or theft of the forgotten Item during transportation;
- consequences resulting from the nature of the forgotten item;
- If national or international customs officers oppose such shipment.

#### WHAT WE EXCLUDE

In addition to the exclusions common to all covers, the following items are excluded from the cover:

- securities, papers and coins, checks, payment cards, negotiable securities, precious metals, jewellery, precious stones, fine pearls, identity papers and any other valuables,
- Items whose transportation constitutes a commercial operation and those intended for sale,
- hazardous materials, weapons of any category as well as the corresponding ammunition,
- motor vehicles, car accessories, gardening equipment, tools, objects containing liquids, furniture, household or computer appliances and accessories, hi-fi equipment, musical instruments,
- perishable foodstuffs and live animals,
- alcoholic or non-alcoholic beverages, drugs or narcotics or any other illicit substance,
- any object that does not comply with or does not comply with the regulations in force in the country or countries visited.

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

#### The Insured should:

- contact the host of the stay and organise with the latter to send the object to the place of residence of the insured,
- take all measures likely to secure the object,
- make the claim to the Insurer within 30 working days of dispatch, except in the event of a fortuitous event or force majeure. After this period, the Insured loses all right to reimbursement,
- provide the original invoice for the dispatch costs issued by the transport provider chosen to deliver the forgotten item

#### → Replacement vehicle Cover

Takes effect	Expiry of the cover
Replacement vehicle: the day of arrival at the place of stay	Replacement vehicle: 3 days after departure of the planned trip

#### WHAT WE COVER

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

If the vehicle is immobilised for more than 24 hours or more than 2 hours is required to repair it or the stolen vehicle has not been found within 48 hours, we will provide and pay for a replacement vehicle of a similar type to the immobilised vehicle for a maximum three consecutive days and solely while the vehicle is immobilised.

#### Conditions for provision of a replacement vehicle:

- the category of replacement vehicle is equivalent to that of the immobilised vehicle;
- the replacement vehicle must be returned to the agency from which it was collected;
- you must comply with the conditions required by the vehicle rental companies.
- we stand surety on your behalf for the breakage deposit at the rental agency by sending, by fax or e-mail, the assumption of responsibility.

#### WHAT WE EXCLUDE

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

- running out of fuel or using the wrong fuel;
- puncture;
- losing, mislaying, theft or breakage of keys other than breakage of the key in the vehicle's steering anti-theft system;
- repeated breakdowns of the same type caused by failure to repair the vehicle after our agents have initially intervened during the month preceding the event;
- air conditioning problems and breakdowns;
- unless stated otherwise in the policy, damage to bodywork that does not result in immobilisation of the vehicle;
- consequences immobilising the vehicle for servicing;
- failures of alarm systems not fitted as standard.

Our cover excludes reimbursements of:

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

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

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

#### WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS?

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

- Services which have not been requested during the trip or which have not been organised by us, or in agreement with us, do
  not give the right, subsequently, to a refund or indemnity,
- Dining and hotel expenses, except those specified in the description of covers,
- ♦ Damage intentionally caused by the Insured and damage resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- ♦ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ♦ The state of alcoholic intoxication,
- **♦** Customs duties,
- ♦ Participation as a competitor in a competitive sport or a rally giving the right to national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for these competitions,
- ◆ The professional practice of any sport,
- ♦ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion machine,
- ♦ The consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,
- ♦ Expenses incurred after the return trip or expiry of the cover,
- ♦ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motorised vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ♦ Official prohibitions, seizures or constraints by the public authorities,
- ♦ Use by the Insured of air navigation instruments,
- ♦ The use of war devices, explosives and firearms,
- ♦ Damage resulting from wilful or intentional misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,
- ♦ Suicide and attempted suicide,
- ◆ Epidemics and pandemics unless otherwise stipulated in the policy, pollution, natural disasters,

- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

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

#### → General Provisions

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

This is a collective damage insurance policy taken out by Gritchen Affinity with MUTUAIDE ASSISTANCE with optional membership. **Appendix to Article A. 112-1** 

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

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

- you took out the policy for non-professional purposes;
- the policy came with the purchase of goods or a service sold by a supplier;
- you can show that you are already covered for one of the risks covered by this new policy;
- the policy you wish to cancel has not been fully established;
- you have not made any claim covered by this policy.

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

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

#### Additional information:

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

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

#### **Consequences of cancellation:**

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

In the event of cancellation, you are only liable to pay the part of the premium or contribution for the period during which the risk was covered, with this period being calculated up to the cancellation date.

The full premium or contribution will, however, be payable to the insurance company if you exercise your cancellation right when a claim of which you were unaware occurs, thereby bringing the policy cover into play during the cancellation period.

Provisions common to all covers

#### **DEFINITIONS AND SCOPE OF APPLICATION**

#### We, the Insurer

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

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#### Serious bodily injury

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

#### **Attack**

Any act of violence consisting of a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order by intimidation and terror and which is the subject of media coverage. This "attack" will have to be recognised by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

#### Insured

Natural person or group duly insured under this policy and hereinafter referred to as "you".

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

#### Luggage

Travel bags, suitcases, trunks and their contents, excluding clothing items you are carrying.

#### Injury

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

#### Natural disaster

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

#### COM

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

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

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

#### **Covered travel**

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

#### **Domicile**

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

#### DOM-ROM, COM and sui generis communities

Guadeloupe, Martinique, French Guyana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

#### **DROM**

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

#### **Duration of covers**

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

#### **Basic necessities**

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

#### **Epidemic**

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

#### **European Economic Area (EEA)**

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

#### **Foreign**

Any country outside your home country.

#### **Europe**

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

#### **Events covered for assistance**

Illness, injury or death during covered travel.

#### **Events covered for insurance**

- ✓ Cancellation
- ✓ Late arrival
- ✓ Interruption of stay
- ✓ Forgotten item
- ✓ Replacement vehicle
- ✓ Sports gear

#### **Execution of services**

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

#### Excess

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

#### Long-haul:

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

#### Illness

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

#### Serious illness

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

#### Maximum per event

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

#### **Family members**

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

#### Medium-haul:

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

#### We organise

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

#### We pay for

We pay for the service.

#### Invalidity

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

#### **Precious items**

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

#### **Pandemic**

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

#### Quarantine

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

#### Claim

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

#### **Territoriality**

Worldwide.

#### WHAT IS THE GEOGRAPHICAL SCOPE OF THE POLICY?

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

#### WHAT IS THE TERM OF THE POLICY?

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

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

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

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

#### **OPERATING RULES FOR ASSISTANCE SERVICES**

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

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

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

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

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

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

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

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

#### **CONDITIONS OF REIMBURSEMENT**

We can only refund the Insured up on presentation of original paid invoices corresponding to costs incurred with our approval. Refund requests must be sent to:

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

#### HANDLING OF COMPLAINTS

- 1. In case of disagreement or dissatisfaction with the implementation of your policy, please let MUTUAIDE know by calling +331.55.98.51.30 or by writing to <u>medical@mutuaide.fr</u> for the Assistance covers listed below:
  - ✓ Repatriation or medical transport
  - ✓ Repatriation of accompanying persons
  - ✓ Repatriation of children under 18 years old
  - ✓ Visit from a relative
  - ✓ Extension of stay
  - ✓ Hotel expenses
  - ✓ Continuation of stay
  - ✓ Repatriation of remains
  - ✓ Early return
  - ✓ Legal assistance abroad
  - ✓ Medical expenses outside country of residence
  - ✓ Payment of search and emergency services costs
  - ✓ Transmission of urgent messages

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

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

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

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

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

2. In the event of disagreement or dissatisfaction with the implementation of your policy, please contact **GRITCHEN AFFINITY** by writing to sinistre@declare.fr for insurance covers.

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

#### MUTUAIDE Insurance Department TSA 20296 F-94368 Bry sur Marne Cedex

MUTUAIDE undertakes to acknowledge receipt of your letter within ten working days. It will be processed within two months at most. If the disagreement persists, you may refer the matter for Insurance Mediation by writing to:

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

The 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. He has to send the answer to the insured within a period which must not exceed two months from the date of receipt.

Finally, if your disagreement persists after the response has been given, you could take the matter to Insurance Mediation provided that no legal action has been taken:

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

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

#### **DATA COLLECTION**

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 statements or omissions, the consequences for him may be invalidity of the policy taken out (Article L 113-8 of the French Insurance Code) or the reduction of indemnities (Article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for acceptance and execution of his policy and covers, the management of commercial and contractual relationships and the performance of legal, regulatory or administrative provisions in effect.
- The data collected and processed are kept for the period necessary for execution of the policy or the legal obligation. This data are then archived in accordance with the durations specified by the provisions relative to time limits.
- The recipients of his personal data are, within the limits of their powers, the services of the Insurer in charge of signature, management and execution of the Insurance Policy and covers, its delegates, agents, partners, sub-contractors and reinsurers, within the framework of their duties.

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

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

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

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

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

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

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

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

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

• In its capacity as insurer, it is entitled to process data relative to violations, condemnations and measures of security, either when taking out the insurance policy, or during the period of execution, or within the framework of handling litigation.

- Personal data may be used by the Insurer for his processing operations with the purpose of research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- His personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the policy or when he consented to the use of these data.

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

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

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

or

 by post: by writing to the following address: Data Protection Representative - MUTUAIDE ASSISTANCE - 126 rue de la Piazza - F-93196 Noisy le Grand.

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

#### **SUBROGATION**

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

#### TIME LIMIT

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

However, this period only runs:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- in the event of a 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 it.

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

- recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before
  a court that does not have jurisdiction or when the act of referral to the court is cancelled out by the effect of a procedural
  defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the requester withdraws his request or
  allows the procedure to expire, or if his request is definitively rejected (Article 2243 of the French 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 French Civil Code).

It is recalled that:

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

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

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

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

The time limit can also be interrupted by:

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

#### **SETTLEMENT OF DISPUTES**

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

#### **FALSE STATEMENTS**

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

- Any reluctance or intentionally false declaration on your part will render the policy null and void. We shall retain any
  premiums paid and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of
  the French Insurance Code.
- Any omission or inaccurate statement by you for which bad faith is not established results in the termination of the
  policy ten days after the notification is sent to you by registered letter and/or the application of the reduction in
  indemnities of the French Insurance Code, as indicated in Article L 113.9.

#### **REGULATORY AUTHORITY**

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