

TRAVELSKI

ZEN SKIER ASSISTANCE TRAVEL INSURANCE CONTRACT No. 7360

HOW TO CONTACT OUR INSURANCE SERVICE

ASSURINCO

122, bis Quai de Tounis – 31 000 TOULOUSE

Monday through Thursday, 2 pm to 6 pm and Friday, 2 pm to 5 pm

- by phone from France: 05.34.45.31.51
- by phone from abroad: 33.5.34.45.31.51 preceded by the local access code for international calls
- by e-mail: sinistre@assurinco.com

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

- Contract no. 7360,
- Your last and first names,
- Your home address,
- The phone number where we can reach you,
- The reason for your declaration.

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

HOW TO CONTACT OUR ASSISTANCE SERVICE

MUTUAIDE ASSISTANCE

126 rue de la Piazza, CS 20010 – 93196 Noisy le grand Cedex

7 days/week - 24 hours/day

- by phone from France: 01.41.77.45.97
- by phone from abroad: 33.1.41.77.45.97 preceded by the local access code for international calls
- by fax: 01. 45.16.63.92
- by e-mail: voyage@mutuaide.fr

To permit us to intervene under the best conditions, remember to prepare the following information that will be requested during your call:

- Contract no. 7360,
- Your last and first names,
- Your home address,
- The country, city or town where you are at the time of the call,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

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

General provisions applicable to all subscriptions from 01/05/2021

TABLE OF GUARANTEES

Guarantees	Maximum amount incl. tax	Deductible
INSURANCE GUARANTEES		
BREAKAGE OR THEFT OF SKI EQUIPMENT		
Cost of repair in case of breakage of ski equipment	600 € / person Max 3,000 € / event	25 € for children's skis (AFNOR NFX 50-007 category: E, J)
Cost of rental from a professional equipment renter		40 € for the Bronze and Silver packs (AFNOR NFX 50-007 category: Z, A, B) 50 € for the Gold and Platinum packs (AFNOR NFX 50-007 category: C, D)
Loss or theft of the package	200 € / person	Without deductible
EXPENSES FOR INTERRUPTION OF SNOW ACTIVITIES		
<ul style="list-style-type: none"> - Closure of ski lifts: - Lift pass - Equipment rental - Ski lessons not taken 	Reimbursement pro rata temporis	Without deductible
<ul style="list-style-type: none"> - Ski accident: - Lift pass - Equipment rental - Ski lessons not taken 	250 € / insured 200 € / insured 200 € / insured	Without deductible
<ul style="list-style-type: none"> - Early return in case of bad weather 	50 € / accommodation	Without deductible
<ul style="list-style-type: none"> - Ski resort closure 	800 € / person	Without deductible
ASSISTANCE GUARANTEES		
CIVIL LIABILITY IN PRIVATE LIFE ABROAD		
Bodily harm, property damage and consequential losses	4,500,000 € / claim	150 € for property damage and consequential losses Nothing for bodily harm
<ul style="list-style-type: none"> - Property damage and consecutive consequential losses "Permanent disability" 	750,000 € / claim	
<ul style="list-style-type: none"> - Defence of your interests: criminal defence and recourse following an accident 		
Amicable or judicial action in case of dispute	Within the limit of 41,006 €	
<ul style="list-style-type: none"> - Incl. budget for amicable activities 	1 047 €	296 € in case of amicable action
<ul style="list-style-type: none"> - Incl. budget for judicial action 	Per dispute: Court-ordered assessment: 3162 €	1,195 € in case of legal action

	Lawyers, bailiff, costs and fees: within the limits of the texts governing the profession Legal fees: upon documentation Legal fees: within the limit of the scale attached to the general provisions	
Arbitrator's budget: in case of disagreement between the insured and the insurer	277 €	
INDIVIDUAL ACCIDENT**		
Death benefit	15,000 € / person	Not applicable
Benefit in case of permanent disability	15,000 € / person	Threshold of intervention 10%
Cumulative amount per event	2,300,000 € / event	
REPATRIATION ASSISTANCE		
ASSISTANCE IN CASE OF ILLNESS OR INJURY		
Repatriation or medical transport	Real expenses	Without deductible
Repatriation of accompanying persons	Ticket for inbound transport*	Without deductible
Repatriation of children under age 18	Ticket for R/T transport*	Without deductible
Visit of family member/close friend	Round-trip transport ticket *+ Hotel expenses 80 € per night / Max 10 nights	Without deductible
Extension of stay	Hotel expenses 80 € per night / Max 10 nights	Without deductible
Hotel expenses	Hotel expenses 80 € per night / Max 10 nights	Without deductible
Medical expenses outside country of residence	4,500 € / person 45,000 € / event	50 € / person
Emergency dental care	160 €	Without deductible
ASSISTANCE IN CASE OF DEMISE		
Repatriation of remains	Real expenses	Without deductible
Funeral expenses necessary for transport	1,500 € / person	Without deductible
EARLY RETURN	Ticket for inbound transport*	Without deductible
TRAVEL ASSISTANCE		
Sending of medication abroad	Expense for shipment	Without deductible
Replacement driver	Transport ticket * or Driver	Without deductible
Legal Assistance Abroad: - Advance of bail bond - Payment of legal fees	15,000 € / person 1,500 € / person	Without deductible

Advance of funds (only abroad)	1,500 € / person	Without deductible
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* By train 1st class or airplane in economy class.

** If several insureds are victims of the same accident, the death and permanent disability guarantees are limited to the sum of **2,300,000 €**, regardless of the number of victims, being specified that the limit per person and per guarantee cannot exceed that stated in the Table of Guarantee Amounts.

Each of the indemnities could be reduced according to the ratio existing between the sum of **2,300,000 €** and the total of the indemnities which could be due to the victims without this limit.

DEFINITIONS AND SCOPE OF APPLICATION

We

For Assistance and Insurance cover excluding Civil Liability Private Life Abroad and Individual Accident, the Insurer is MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € fully paid in - Company governed by the Insurance Code - RCS Bobigny 383 974 086 - VAT FR 31 383 974 086.

For the Civil Liability for Private Life Abroad and Individual Accident guarantees, the Insurer is GROUPAMA D'OC - - 14 rue de Vidailhan - CS 93105 - 31131 BALMA Cedex, Caisse Régionale d'Assurances Mutuelles Agricoles d'Oc - 391 851 557 RCS Toulouse.

Serious bodily injury

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

Insured

Natural person or group duly insured under this contract and hereafter referred to as "you".

For Assistance and Insurance guarantees excluding Civil Liability Private Life abroad and Individual Accidents, these people must reside in France, in the DOM-ROM COM (French overseas departments and territories) or sui generis communities or in Europe.

For the Civil Liability for Private Life Abroad and Individual Accident cover, these persons must be domiciled in Continental France or the French Overseas Departments and have enrolled in this policy through a tour operator or a travel agency.

Injury

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

Natural Disaster

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

Definition of personal assistance

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

Guaranteed 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 guarantees excluding Civil Liability Private Life abroad and Individual Accidents, domicile is considered as the main and usual place of residence in France, in the DOM-ROM COM (French overseas departments and territories) or sui generis communities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

For the Civil Liability in Private Life Abroad and Individual Accident guarantees, the domicile must be located in Mainland France or an Overseas Department.

DOM-ROM, COM and sui generis communities

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

Duration of the guarantees

The duration of validity of all the guarantees corresponds to the dates of stay indicated on the invoice issued by the trip organizer with a maximum duration of 90 consecutive days.

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.

Guaranteed insurance events

- Breakage or theft of ski equipment
- Interruption of snow activities
- Loss or theft of pass
- Civil liability in private life abroad
- Individual Accident

Execution of services

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

Deductible

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

Group

All the participants appearing on the same travel registration form.

Illness

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

Serious illness

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

Maximum per event

In the event that the cover is exercised in favour of several insured 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, compensation is reduced and adjusted in proportion to the number of victims.

Family members

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

We organise

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

We cover

We finance the service.

Nullity

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

Claim

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

Territoriality

Whole world.

DESCRIPTION OF INSURANCE GUARANTEES

BREAKAGE OR THEFT OF SKI EQUIPMENT

We cover, up to the amount indicated in the Table of Guarantees:

- Repair costs in case of breakage of ski equipment,
- The reimbursement of rental costs from a professional rental company, of equivalent replacement ski equipment, if your personal ski equipment has become unusable as a result of accidental breakage or theft.

Accidental breakage is understood as any damage or destruction that is externally visible and which adversely affects proper functioning of the covered ski equipment following a fall or collision on the slopes.

Personal ski equipment refers to skis, snowboards, monoskis, snowshoes, ski poles and boots, purchased less than 5 years ago and of which you are the owner.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to us within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You will need to provide:

- ✓ a statement describing the circumstances of the incident,
- ✓ proof from a professional describing the nature and extent of the damage to your personal ski equipment or the receipt for the declaration of theft to the local authorities,

- ✓ the original invoice for the purchase of your personal ski equipment and dating back less than 5 years,
- ✓ the rental invoice for replacement ski equipment,

Supporting documents should be sent to:

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

WHAT WE EXCLUDE

In addition to the exclusions common to all guarantees, we cannot intervene in the following circumstances:

- **Damage resulting from improper use of personal ski equipment or non-compliance with regulations in effect,**
- **Damage resulting from normal wear and tear of personal ski equipment,**
- **Simple scratches, scrapes or any other damage to personal ski equipment that does not affect its functioning,**
- **Loss, theft or disappearance of personal ski equipment,**
- **Accidental damage due to the leakage of liquids, fats, dyes or corrosives,**
- **Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,**
- **Indirect damage such as depreciation and loss of use,**
- **Damage to personal ski equipment purchased more than 5 years ago.**

LOSS OR THEFT OF LIFT PASS

We cover, up to the amount indicated in the Table of Guarantees, the reimbursement of your ski lift pass purchased more than 3 days prior, in the event of loss or theft of it.

The compensation due will be calculated according to the number of days remaining from the day after the loss or theft is observed.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to us within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You will notably need to provide:

- ✓ the receipt for the declaration of theft or loss to the local authorities,
- ✓ proof of payment for the nominative ski pass with insurance.

Supporting documents should be sent to:

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

INTERRUPTION OF SNOW ACTIVITIES

IMPORTANT: The “interruption of snow activities” guarantee is only applicable between the 15 December and the 01 April of the following year.

We will compensate you up to the total listed in the Table of Guarantees, following one of the following events:

- [Ski accident](#)

Following a skiing accident which occurred during your stay on the mountain, and which led to a temporary, medically-observed total inability to ski, we guarantee, up to the total listed in the Table of Guarantees, to cover the unused days for:

- ✓ your ski lift pass,
- ✓ your skiing lessons,
- ✓ your ski equipment rental.

Your compensation will be calculated according to the number of days remaining from the day following the medical check-up confirming your temporary, total inability to ski.

By ski accident, we mean an accident occurring while skiing on open and marked ski slopes.

You must submit:

- a declaration describing the circumstances of the accident,
- the original receipt for your ski lift pass, skiing lessons or ski equipment rental,
- a medical certificate confirming your temporary total inability to ski.

➤ Ski lift closures

We will reimburse you for your unused ski lift pass and/or your ski equipment rental and/or your skiing or snowboarding lessons, on a pro-rata basis and up to the total listed in the Table of Guarantees, following the partial or total closure of the ski lifts.

This guarantee is applicable if the ski lift closure concerns more than 2/3 of the ski lifts normally in service at the ski resort you are staying at.

Intervention threshold: five (5) consecutive hours of ski lift closure during the ski pass validity period.

You must submit:

- the original “ski lift” passes (or receipts), and/or receipts for skiing lessons.
- A certificate from the ski lift companies in question which list the opening and closing hours of the lifts,

➤ Ski resort closure

We will reimburse your ski lift pass and/or your ski equipment rental, up to the total listed on the Table of Guarantees, in the event of the partial or total closure of the ski resort due to insufficient or excessive snow.

This guarantee is only applicable in the event that an information bulletin has been issued by an approved organisation. Snow is considered insufficient or excessive if, during the period of validity for your pass, more than 2/3 of the slopes at the ski resort covered by your pass are closed following the release of the snow information bulletin.

➤ Early departure due to bad weather

In the event of bad weather leading to the closure of more than 70% of the ski resort for a period of at least 48 consecutive hours, we will reimburse your accommodation costs up to the limit set in the Table of Guarantees.

You must submit the following documents:

- A certificate from the ski lift companies in question which list the opening and closing hours of the lifts,
- Weather report.

OUR EXCLUSIONS

- **Specific “personal assistance” exclusions are applicable to the “snow activity interruption” guarantee.**

OBLIGATIONS AND DECLARATIONS IN THE EVENT OF A CLAIM

You must submit your claim declaration within five working days to the following address:

ASSURINCO

122 bis quai de Tounis - 31000 TOULOUSE

e-mail: sinistre@assurinco.com

Once your claim file is open, you must submit all documents requested in order to support your claim.

DESCRIPTION OF ASSISTANCE GUARANTEES

CIVIL LIABILITY IN PRIVATE LIFE ABROAD

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.

I THE CONTRACT

1/1 THE PARTICIPANTS IN THE CONTRACT

US:

The insurer with which you subscribed the contract

GROUPAMA D'OC

14 Rue Vidailhan - CS 93131

31131 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

1/2 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

PROPERTY DAMAGE:

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

PROPERTY DAMAGE:

Any damage or disappearance of property, as well as any damage suffered 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

1/3 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 legislation of the country in which the damage occurred, within the limits of the civil liability private life cover provided for in your contract.

1/4 LIMITS OF GUARANTEES

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

1/5 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 relating to 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);

- ✓ **The 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.

II YOUR GUARANTEES

2/1 DAMAGE YOU CAUSE TO OTHERS: CIVIL LIABILITY PRIVATE LIFE

Insured refers to:

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 kinds;
- 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 abuse of a licence or a patent,
 - 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 an 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 guarantees 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 manage the defence of the insured, direct the trial and have the right to freely exercise any remedies;

Before the criminal courts when civil interests concerning a Civil Liability guarantee are at stake and the victim(s) have not been compensated, we have the right to lead the defence of the insured or to join it and, on behalf of the civilly liable insured, to exercise the avenues of recourse.

However, we can only exercise recourse with the agreement of the insured, if he has been summoned as a defendant, with the exception of an 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 us 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 acknowledgement 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.

2/2 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 services may consist of legal advice, assistance with amicable procedures, the assumption 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 addressee, **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 payability are not seriously questionable,
- Linked to membership of 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.

2/3 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.

III - OUR INTERVENTION IN CASE OF A CLAIM

3/1 THE FORMALITIES AND TIME FRAMES TO BE RESPECTED

In the event of a claim, you must notify ASSURINCO -122 BIS QUAI DE TOUNIS - BP 90932 - 31009 TOULOUSE -

Tel: 05.34.45.31.51 – Fax: 05.61.12.23.08 – email: sinistre@assurinco.com

Tell us:

- the type of 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 taken out fraudulently or with the intention of deceiving us, we can invoke invalidity of the contract and claim damages.

3/2 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 legal action, discharge and other settlement costs will not be deducted from the amount of the guarantee. However, in the event of a conviction exceeding this amount, they will be the responsibility of the Company and of the insured in the proportion of their respective shares in the conviction.

Provisions relative to guarantees set per claim

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

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

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

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 defence and recourse following an 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 his advisor 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 contract information notice.

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 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.

INDIVIDUAL ACCIDENT

The "Civil liability private life" cover is limited to only insured persons residing in Continental France 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.

I THE CONTRACT

1/1 DEFINITION OF GENERAL INSURANCE TERMS

WE:

The insurer with which you subscribed the contract

GROUPAMA D'OC

14 Rue Vidailhan - CS 93131

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

1/2 OTHER DEFINITIONS

INSURANCE YEAR:

Period between two consecutive annual payment due dates.

If the annual due date does not coincide with the anniversary date of the effective date of the contract, the first insurance year is the period between the effective date of the contract and the following annual due date.

SPOUSE:

Your spouse from whom you are not legally separated or your common-law partner when he/she resides with you, or any person who has signed a PACS (Civil Solidarity Pact) with you.

BODILY HARM:

Any bodily harm suffered by a person.

ANNUAL PAYMENT DATE:

Date on which you agreed to pay your premium for cover for the coming year.

INSURANCE INDEMNITY:

Amount that we pay to compensate for the loss resulting from a covered event.

CLAIM:

All the harmful consequences of an event leading to the application of one of the guarantees. Claims originating from the same event constitute one and the same claim.

1/3 DEFINITION OF TERMS SPECIFIC TO THE GUARANTEES OF YOUR CONTRACT

ACCIDENT:

Any unintentional bodily harm by the insured resulting from a sudden, unforeseen event, external to the victim and constituting the cause of the harm.

CONCOURS MEDICAL SCALE:

Reference scale used to establish the degree of functional disability by which the insured is affected, apart from any professional consideration. It is published by the "Le Concours Médical" journal under the title "Barème indicatif d'évaluation des taux d'incapacité en droit commun" (Indicative scale for evaluation of the rate of disability under common law).

DEDUCTIBLE:

Number of days during which we do not intervene.

HOSPITALISATION:

Stay in a hospital establishment - public or private - necessitated by an accident.

POINT AGIRC indexing:

Notwithstanding the General Provisions, the conditions of the contract are not indexed to the value of the AGIRC point.

DISABILITY (PERMANENT DISABILITY):

Physiological state in which the insured finds himself when, after stabilization of his state of health and consolidation of his injuries, his functional, physical or mental capacity is reduced.

THRESHOLD OF INTERVENTION:

Percentage of disability indicated in the table of guarantee amounts and deductibles, on which the disability benefits paid are based.

LIABILITY RATE

Rate set for all benefits in kind paid under compulsory health insurance: either, by an agreement, for the health professionals accepting the contractual rate (contractual rate), or else by a regulatory act for health professionals not accepting the contractual rate (authority rate), or by regulatory act for any other service (medical supplies, pharmaceuticals or hospital costs, etc.). This rate serves as a basis for reimbursement to compulsory health insurance funds.

1/4 GENERAL EXCLUSIONS OF YOUR CONTRACT

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

- Of illnesses and accidents for which the first medical observation is made prior to the subscription and which are expressly mentioned in the personal conditions, except for the Death cover,
- Of worsening due to late treatment attributable to your negligence or your intentional failure to comply with the doctor's prescriptions,
- Of treatments or surgical interventions for aesthetic purposes which are not the consequence of an event covered by the contract,
- Of treatments or surgical interventions for the purpose of rejuvenation; of your fault, if it is intentional,
- Of a state of alcoholic intoxication characterized by a blood alcohol level equal to or greater than that set by the French regulations relative to automobile operation in effect on the day of the event,
- Of the use of drugs or narcotics not prescribed medically; of a suicide attempt or voluntary mutilation,
- Of civil or foreign war, your active participation in riots, acts of terrorism, insurrections, popular movements, brawls (except in the case of self-defence, assistance to a person in danger or performance of professional duty),
- Of the handling of war machines for which possession is illegal;
- Of your participation, amateur or professional, in a bet, challenge, record attempt,
- Of your participation as a competitor in competitions and their trials requiring the use of a motor vehicle (land, sea, air),
- Of the practice of any sport on a professional basis (except accidents resulting from: the practice of a combat sport; caving, mountaineering (aid climbing and long races)).

The following are also excluded

All illnesses; surgical operations, freezing, congestion, sunstroke; injuries caused by X-rays, radium and its compounds and derivatives, except if they result for the person treated from a faulty operation or from a mishandling of instruments or are the consequence of treatment undergone by the insured following an accident covered by this contract.

1/5 LIMITS OF GUARANTEES

The limits of our guarantees are indicated in the table of guarantee amounts and deductibles.

1/6 TERRITORIALITY

The death guarantee is granted worldwide.

Disability cover is granted in continental France, Overseas Departments and Territories, New Caledonia and Southern Territories, French Antarctic, Principalities of Andorra and Monaco and worldwide for stays or trips not exceeding 3 consecutive months.

II THE GUARANTEES

Purpose of the guarantee:

DISABILITY:

1/1 PURPOSE OF THE GUARANTEE

We cover:

The **payment of a benefit** in the event of total or partial disability resulting from an **accident** occurring during a trip reserved with an approved organization (Tour operator or travel agency)

1/2 AMOUNT OF THE GUARANTEE

The amount of capital is indicated in the Table of Guarantee amounts. **It is reduced by half when the insured (victim) is over age 70.**

If several insureds are victims of the same accident, the death and permanent disability guarantees are limited to the sum of **1,500,000 €**, regardless of the number of victims, being specified that the limit per person and per guarantee cannot exceed that stated in the Table of Guarantee Amounts.

Each of the indemnities would be reduced according to the ratio existing between the sum of 1,500,000 € and the total of the indemnities which could be due to the victims without this limit.

1/3 CAPITAL ALLOCATION CRITERIA

The doctor, appointed by us, determines the insured's disability rate by referring to the scale of the Concours Médical. This rate is estimated, if necessary, taking into account existing disabilities (i.e., based on the remaining capacity of the insured at the time of the accident) after consolidation of the injuries.

This rate cannot exceed 100%.

In the event of disagreement, the provisions of paragraph 3.2 "Assessment" of the section "Our intervention in the event of a claim" of the General Provisions are applied.

Disabilities for which the rate is below the threshold of intervention do not give rise to the payment of any compensation.

1/4 CONDITIONS OF COMPENSATION

Adult: the benefit is paid to the insured;

Children: the benefit is paid to the legal representatives of the insured in the case of a child under age 18.

1/5 EFFECTIVE DATE OF THE GUARANTEE

The guarantee takes effect on the date appearing in your Personal Conditions.

It is valid for the duration of the "trip" and/or "stay".

1/6 STAYS ABROAD

The cover is applicable worldwide for stays or trips not exceeding three consecutive months.

If the accident causing the disability occurs abroad (excluding mainland France, overseas departments and territories, New Caledonia, Southern Territories, French Antarctic, principalities of Andorra and Monaco), **the benefit is acquired on the condition that recognition and estimation of the insured's degree of disability are done in France.**

DEATH

2/1 PURPOSE OF THE GUARANTEE

We cover

Payment, to the beneficiary(ies), of a benefit in case of the death of the insured following an **accident occurring during a trip reserved with an approved organization (tour operator or travel agency)**

2/2 AMOUNT OF THE GUARANTEE

The amount of capital is indicated in the Table of Guarantee amounts. **It is reduced by half when the insured (victim) is over age 70.**

If several insureds are victims of the same accident, the death and permanent disability guarantees are limited to the sum of **1,500,000 €**, regardless of the number of victims, being specified that the limit per person and per guarantee cannot exceed that stated in the Table of Guarantee Amounts.

Each of the indemnities would be reduced according to the ratio existing between the sum of 1,500,000 € and the total of the indemnities which could be due to the victims without this limit.

2/3 CONDITIONS OF COMPENSATION

In the absence of any indication from you mentioned in your Personal Conditions, the benefit is paid in the following preferential order: to the surviving spouse from whom the Insured is not legally separated or divorced, or the common-law spouse when he/she resided with you, or any person who has signed a

PACS (Civil Solidarity Pact) with you, or else to born and unborn children, living or represented under the conditions defined by articles 751 and 752 of the Civil Code, or else to the heirs.

2/4 CUMULATIVE BENEFITS

In case of the death of the insured following an accident resulting in the payment of a Disability Capital benefit and if the death occurs within a period of one year from the day of the accident, we will pay the difference between the amount of compensation due in the event of death and amount of compensation already paid.

If the indemnity in case of death turns out to be less than that already paid for permanent disability, we agree not to claim the difference from the beneficiaries.

2/5 EFFECTIVE DATE OF THE GUARANTEE

The guarantee takes effect on the date appearing in your Personal Conditions.

It is valid for the duration of the “trip” and/or “stay”.

2/6 STAYS ABROAD

The guarantee applies worldwide.

III OUR INTERVENTION IN CASE OF A CLAIM

3/1 THE FORMALITIES AND TIME FRAMES TO BE RESPECTED

You must report the accident to ASSURINCO as soon as you become aware of it.

You must send us

In case of disability:

A certificate specifying the cause of the disability, the presumed date of consolidation of the injuries or stabilization of the state of health.

Determination of the rate of disability is subject to examination by a doctor appointed by us.

In case of death:

The beneficiary(ies) of the capital must provide, as soon as possible, with the request for payment:

- The insured's death certificate
- A legible copy of the family record book for each beneficiary
- Proof of the circumstances of the death

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.

Non-compliance with formalities

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.

3/2 ASSESSMENT

Subject to our respective rights to take legal action, the amount of damages is set amicably.

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

If one of the parties fails to designate an expert or if the two experts fail to agree on the choice of a third, the designation is made by the Presiding Judge at the Tribunal de Grande Instance at the domicile of the insured or at the place where the incident occurred.

Each of us pays the costs and fees of his expert and, if necessary, half of those of the third.

Regardless of the guarantee involved, except in case of objection justified by a case of force majeure, the insured cannot refuse to be examined by a doctor designated by us. He must also provide us with the information that we deem useful for the purpose of settling the claim.

Information of a medical nature, which must remain confidential, must be sent directly to our Medical Adviser, who, alone, becomes familiar with it and sends us the necessary instructions.

3/3 COMPENSATION

Timeframe for payment of compensation

From the time that we have agreed on the amount of compensation, it is paid within fifteen days. The fifteen-day period begins to run in the event of:

Disability: from the time of observation of consolidation of the injuries or of stabilization of the state of health. If, at the end of a period of one year from the date of declaration of the claim, consolidation has not occurred; we can make a partial payment to the insured, acquired in any event, after examination by a doctor designated by us;

Death: from the date of remittance of the death certificate by the beneficiaries.

LEGAL INFORMATION

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

The subscriber'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 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.

REPATRIATION ASSISTANCE

I ASSISTANCE IN CASE OF ILLNESS OR INJURY

REPATRIATION OR MEDICAL TRANSPORT:

You are sick or injured during a covered trip. We organize 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 hospitalization.

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

During your repatriation, and on recommendation from our medical consultant, we organize 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 guarantee null and void.

REPATRIATION OF ACCOMPANYING PERSONS

You are repatriated for medical reasons or you die during a covered trip.

We organize and cover, if they cannot return by the means initially foreseen, the transport home of your beneficiary family members or of an insured person accompanying you when the event occurs, based on a train ticket in 1st class or by plane in economy class.

REPATRIATION OF CHILDREN UNDER AGE 18

If you are sick or injured and no one is able to look after your children of minor age, we will organize and pay for the outbound and return trip by train in 1st class or air plane in economy class of a person of your choice or one of our hostesses to bring them back to your home or that of a member of your family.

VISIT OF FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 4 days. We organize and cover the round-trip transport by train in 1st class or by plane in economy class, of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

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

In all cases, the costs of dining or other expenses remain the responsibility of the Beneficiary/Insured.

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

PROLONGATION OF STAY

You are hospitalized during a covered trip and our doctors judge that this hospitalization is necessary beyond your initial date of return.

We cover the accommodation costs (room and breakfast) of the beneficiary numbers of your family or of an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Guarantees.

Only medical necessity is taken into consideration to grant this guarantee.

In all cases, the costs of dining or other expenses remain the responsibility of this person.

This guarantee cannot be combined with the “Visit from a loved one” guarantee.

HOTEL COSTS

If you are hospitalized and are required to extend your stay for proven medical reasons, without hospitalization and after approval from the consulting physician, we organize and cover the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or of an insured companion, up to the amount indicated in the Table of Guarantees.

MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical expenses have been incurred with our prior approval, we reimburse you for the portion of these costs that has not been covered by the insurance organizations in which you are enrolled.

We only intervene once the reimbursements have been made by the aforementioned insurance organizations, after application of a deductible, the amount of which is indicated in the table of guarantees, and subject to communication of original proof of reimbursement from your insurance organization.

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 will reimburse the amount of the costs incurred up to the maximum amount indicated in the Table of Guarantees, per Beneficiary/Insured, per event and per year.

In the event that the insurance organization to which you contribute does not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Guarantees, subject to you providing the original invoices for medical costs and the certificate of non-reimbursement from the insurance organization.

This service ceases from the day that 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 organizations,
- hospitalization costs provided that the Beneficiary/Insured is deemed unfit for transport by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered).
- emergency dental expenses (capped at the amount indicated in the Table of Guarantees, without application of deductible).

EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALIZATION EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

We may, within the limit of the coverage provided for above, advance the hospital costs that you must 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 authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
 - to initiate the procedures to cover the costs with the insurance organizations within 15 days following the date of dispatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organizations within the week following receipt of these sums.

Only expenses not covered by the insurance organizations will be covered by us and within the limit of the amount specified for the “medical expenses” benefit. You must provide us with the certificate of non-cover from these insurance organizations 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 organizations and reimburse us for the sums collected.

Should you fail to have completed the procedures for coverage with the insurance organizations within the allotted time, or if you fail to provide MUTUAIDE ASSISTANCE the certificate of non-cover from these insurance organizations 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 hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be your responsibility.

II ASSISTANCE IN CASE OF DEATH

REPATRIATION OF REMAINS

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

In this context, we cover:

- The cost of transporting the remains,
- The costs related to conservation care imposed by applicable legislation,
- The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

III EARLY RETURN

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

We intervene in the event of:

- death of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home, of your professional replacement,
- hospitalization for serious illness of a member of your family, of a person responsible for looking after your minor and/or disabled child who has remained at home or of your professional replacement.
- serious property damage imperatively requiring your presence to take the necessary protective measures, following a fire, water damage or natural elements and affecting your private or professional premises.

IV TRAVEL ASSISTANCE

SENDING OF MEDICATIONS ABROAD

During a trip outside your country of residence, you are deprived of medicines that are essential for your health, following loss or theft. We handle the search and transport of these medications, in the event that these medications or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE are not found on site (subject to obtaining the contact details of your primary care physician).

We cover the shipment of medications by the fastest means, subject to local and French legal constraints.

The customs fees as well as the cost of purchasing the medications remain your responsibility.

REPLACEMENT DRIVER

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

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

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

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

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

This service only applies in the following countries:

France (including Monaco, Andorra, except the DOM-TOM (overseas departments and territories), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

The costs of fuel, tolls, hotel and dining for any passengers remain your responsibility.

LEGAL ASSISTANCE ABROAD

During a covered trip, you are the subject of prosecution, imprisonment for non-compliance or involuntary violation of local laws and regulations.

We advance the bail required by the local authorities to allow your provisional release, up to the amount indicated in the Table of Guarantees.

This advance must be reimbursed within one month following presentation of our request for reimbursement. 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.

We can reimburse you, up to the amount indicated in the Table of Guarantees, the fees of legal representatives upon whom you may freely call if action is brought against you, provided that the alleged acts are not punishable under criminal sanctions according to the legislation of the country.

This guarantee does not apply for acts related to your professional activity or the custody of a motorized land vehicle.

CASH ADVANCE (only abroad)

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

By simply calling our service, we will inform you about the steps to be taken (filing a complaint, replacement of documents, etc.).

The information communicated is the documentary information referred to in article 66.1 of the modified law of 31 December 1971. It does not represent 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 Table of Guarantees, in exchange for an acknowledgement of debt remitted to MUTUAIDE ASSISTANCE.

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

In the absence of payment, we reserve the right to initiate any useful recovery proceedings.

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: 01.41.77.45.97 (+33.1.41.77.45.97 if you are abroad)

By e-mail: voyage@mutuaide.fr

And obtain our prior approval before incurring any expense, including medical costs.

WHAT WE EXCLUDE

The following are not eligible for our intervention for the "Assistance to persons" guarantee:

- **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/her trip,
- The conditions of pregnancy, unless there are unforeseeable complications and, in all cases, the conditions of pregnancy beyond the 36th week, voluntary abortion, the consequences of childbirth,
- Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,
- Illness 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 the national authorities of your country of origin.
- The costs of spa treatment, cosmetic treatment, vaccination and related costs,
- Stays in a nursing home and the associated costs,
- Rehabilitation, physiotherapy, chiropractic and related expenses,
- Planned hospitalizations.

FRAMEWORK OF THE CONTRACT

GENERAL EXCLUSIONS FROM THE CONTRACT

We do not become involved under the following circumstances:

- Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- Expenses for dining, hotel, except those specified in the description of guarantees,
- Damage intentionally caused by the Insured and that resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- The amount of convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- The professional practice of any sport,
- Participation in competitions or endurance or speed tests and their preparatory 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, bob-sleigh, 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,
- Damage resulting from wilful or intentional misconduct by the Insured in accordance with article L.113-1 of the Insurance Code,

- **Suicide and attempted suicide,**
- **Epidemics, 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 event or force majeure, as well as their consequences.

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 requesting party, organizes 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 treated in accordance with medical confidentiality.

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

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

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

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

CONDITIONS OF REIMBURSEMENT

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

Refund requests must be sent to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

HANDLING OF COMPLAINTS

1/ In case of disagreement or dissatisfaction with implementation of your contract, we invite you to make this known to MUTUAIDE by calling 01.41.77.45.97 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
SERVICE QUALITE CLIENTS
126 rue de la Piazza, CS 20010 – 93196 Noisy le Grand Cedex

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

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

La Médiation 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 sinistre@assurinco.com for the insurance guarantees.

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

MUTUAIDE
Service Assurance
TSA 20296
94368 Bry sur Marne Cedex

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

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

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

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

GROUPAMA D'OC
14, rue de Vidailhan - CS 93105
31131 Balma Cedex -391851 557

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 to the Insurance Mediator provided that no legal action has been taken:

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

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

It can also be sent, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators. Information concerning him may also be transmitted to the Underwriter, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors contracts, which may result in the drafting of a declaration of suspicion or a measure of freezing of assets. The data and documents concerning the 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 concerned by the contract) may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries, judicial authorities, mediators, arbitrators, court officials, legal officers, third-party organizations authorized by a legal provision and, if applicable, victims of acts of fraud or their representatives).

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

For people registered on a list of suspected fraudsters, their data is deleted after 5 years from the date of placement on this list.

- In its capacity as Insurer, it is justified in processing 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.
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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: sent to 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).

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the compensation 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 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 acknowledgement 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).

SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relative to determination and payment of benefits shall be submitted, by one of the parties, in the absence of amicable resolution, to the competent court at the domicile of the Insured, in accordance with the provisions of article R 114-1 of the Insurance Code.

FALSE DECLARATIONS

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

- Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8;
- Any omission or inaccurate declaration on your part for which bad faith is not established results the termination of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction in indemnities of the Insurance Code, as indicated in article L 113.9.

REGULATORY AUTHORITY

The regulatory authority responsible for overseeing MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR)

4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9

RIGHT OF WAIVER (ART L112-10 of the Insurance Code)

If you provide proof of a previous guarantee for one of the risks covered by this new insurance policy, you have the possibility of waiving this insurance free of charge within 14 days of its effective date as long as the tourist package and no guarantee has been implemented. Contact ASSURINCO.

Assurinco Travel Insurance

Subsidiary of Cabinet Chaubet Courtage - SARL of insurance brokerage with capital of 140,750 €

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

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