

**INSURANCE NOTICE « RESIDENCES DE TOURISME »  
CANCELLATION WARRANTY  
- EXTENSION COVID  
CONTRACT N° : 6183**



The purpose of this agreement is to define the conditions for the application of guarantees by MUTUAIDE ASSISTANCE to Beneficiary subscribers of the collective contract

#### GUARANTEE TABLE - COVID EXTENSION

CANCELLATION FEES – COVID EXTENSION	Amounts
<b>CANCELLATION FEES</b>	<b>According to the conditions of the scale of cancellation fees Maxi 5000 euros per file</b>
✓ Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic	Without deductible
✓ Cancellation for refusal of boarding following temperature rise	€30 deductible per file

#### GUARANTEE TABLE OUTSIDE COVID EXTENSION

DESIGNATED PERILS CANCELLATION FEES	Amounts
<b>DESIGNATED PERILS CANCELLATION FEES</b>	Medical reason: None Other reasons: 30 € per file (except special mention)
Deductible per person	Medical reason: None Other reasons: 30 € per file (except special mention)

#### Subscription period

For the Cancellation Guarantee to be valid, this contract must be subscribed simultaneously with booking the trip or before the start of the scale for cancellation fees.

Guarantees other than Cancellation shall apply during the trip and correspond to the invoice issued by the organizer with a maximum of 3 months from the date of departure for the trip.

#### HOW TO CONTACT OUR INSURANCE INDEMNIFICATION DEPARTMENT

When insurance guarantees are at stake, the insured must:

- Notify Gritchen Affinity in writing of any loss that may result in cover within five business days (reduced to two business days in the event of theft).

These periods start from the time that the insured becomes aware of the event likely to lead to the application of the guarantee.

Beyond that time frame, the insured shall forfeit any right to compensation if the delay has caused harm to the Company.

- Spontaneously inform Gritchen Affinity about the same risks covered by other insurers.

#### FOR MODERN AND FAST PROCESSING OF YOUR INSURANCE CLAIMS

Log on to: [www.declare.fr](http://www.declare.fr)

*(Submit your supporting documentation and monitor the status of your case at any time)*

#### FOR TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS

By email: [sinistre@declare.fr](mailto:sinistre@declare.fr)

By postal mail:  
**Gritchen Affinity**  
**Service sinistre**

**27 rue Charles Durand - CS70139**  
**18021 Bourges Cedex**



SAFEBOOKING  
SERVICE REMBOURSEMENT ANNULATION

SIMPLE, RAPIDE ET CONNECTÉ !

**DÉCLARER VOTRE SINISTRE SUR VOTRE MOBILE**

Découvrez notre application smartphone **Safebooking®**.  
Déclarez, suivez et complétez votre déclaration en temps réel...



DISPONIBLE SUR



Télécharger dans



## → COVID EXTENSION

**Exceptionally, the guarantees are extended within the limits of the conditions hereafter:**

### DEFINITIONS

#### **Epidemic**

The appearance of a large number of patients in a given place as a result of a disease.

#### **Pandemic**

Global spread of a disease.

#### **Illness**

Sudden and unforeseen alteration of health observed by a competent medical authority.

#### **Serious illness**

Sudden and unforeseen alteration of health as detected by a competent medical authority resulting in the issuance of a prescription for the use of medications for the benefit of the patient and involving the cessation of any professional or other activity.

#### **Quarantine**

Isolation of the person, in the event of a suspected illness or proven illness, decided by a local competent authority, with a view to avoiding a risk of spreading the disease in the context of an epidemic or pandemic.

### **NATURE AND EXTENT OF GUARANTEE**

#### **1/ CANCELLATION**

The guarantee is acquired for the reasons and circumstances listed below, excluding all others, to the extent indicated in the Table of Guarantees:

- serious illness (including serious illness following an epidemic or pandemic declared within 30 days of departure), serious bodily injury or death, observed prior to booking your travel and involving:

- you, your spouse or common-law partner, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- your brothers, sisters, including the children of the spouse or partner of one of your direct relatives, step-brothers, step-sisters, sons-in-law, daughters-in-law, step-father, step-mother,
- your designated professional replacement at the time of subscription,
- the person designated at the time of subscription of this contract as responsible, during your trip, for keeping or accompanying on holiday, your children of

minor age or a person with a disability living under your roof, provided that there is hospitalization for more than 48 hours or death.

- refusal of boarding following a temperature check of the beneficiary/insured on arrival at the departure airport.

It is up to you to establish the reality of the situation that entitles you to our benefits. As such, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

#### **HOW SOON SHOULD YOU DECLARE THE LOSS?**

Two steps

1/ As soon as the first signs of the illness, you must IMMEDIATELY notify your travel agency.

**If you cancel the trip at a later date with your travel agency, we will only refund the cancellation fee from the date of the contraindication observed by a competent authority, in accordance with the cancellation scale included in the travel agency's special conditions of sale.**

2/ In addition, you must report the incident to GRITCHEN AFFINITY within five working days of the event resulting in the guarantee.

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

Your written claim must be accompanied by:

- ✓ a medical certificate and/or an administrative hospital certificate specifying the origin, nature, severity and foreseeable consequences of the illness.

You will be required to provide GRITCHEN AFFINITY with the medical documents and information necessary for the investigation of your case, using the pre-printed "Service Médical" envelope, which we will send to you upon receipt of the declaration of loss, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you will need to have them communicated to you by your attending physician and sent them using the pre-printed envelope referred to above to MUTUAIDE - Service Assurance.

You will also be required to provide any information or documentation requested to substantiate the reason for your cancellation, including:

- all photocopies of prescriptions prescribing medications, tests or examinations and any documentation justifying their issuance or execution, including claim forms containing, for the prescribed medications, a copy of the corresponding labels.



- Calculation documents from Social Security or similar bodies relating to the reimbursement of fees for treatment and the payment of daily indemnities,
- the original paid invoice for the debit that you must be required to pay to the travel agency or that the travel agency retains,
- the number of your insurance contract,
- the registration form issued by the travel agency,
- in the event of an accident, you will need to specify the causes and circumstances of the accident and provide us with the names and addresses of the persons responsible and, where applicable, witnesses,
- and any other necessary documents.

Furthermore, it is expressly agreed that you agree in advance to the principle of an examination by our medical advisor. Therefore, if you oppose it without legitimate cause, you will forfeit your entitlement to the guarantee.

#### **WHAT WE EXCLUDE**

The Cancellation guarantee does not cover the impossibility of leaving due to the physical organization, conditions of accommodation or security at the destination.

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

- ◆ An event, illness or accident that has been the subject of initial observation, relapse, worsening or hospitalization between the date of purchase of the stay and the date of subscription of the insurance contract,
- ◆ Any circumstance that is merely an inconvenience,
- ◆ Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- ◆ Forgotten vaccination,
- ◆ Failure of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- ◆ The absence of snow or excess snow,
- ◆ Any medical event whose diagnosis, symptoms or cause are emotional, psychological or psychiatric in nature and which has not resulted in hospitalization for more than 3 days following the subscription of this Contract,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, weather or climatic events,

- ◆ The consequences of criminal proceedings of which you are the subject,
- ◆ Any other event that occurred between the date of the insurance contract and the date of departure for your trip
- ◆ Any event between the date of booking the travel and the date of subscribing the insurance contract.
- ◆ The absence of hazard,
- ◆ An intended act and/or which is objectionable under the Law, the consequences of alcoholic states and the use of drugs, of any narcotic substance referred to in the Public Health Code, or medications and treatments not prescribed by a physician,
- ◆ Because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event which could be the responsibility of the travel agency under the current Tourism Code,
- ◆ Failure to present, regardless of the reason, documents essential for the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the event of theft, within 48 hours of departure, of the passport or identity card.

#### **DESCRIPTIONS OF GUARANTEES OUTSIDE OF COVID EXTENSION**

##### **→ Designated perils cancellation fees**

<b>Taking of effect</b>	<b>Expiration of guarantee</b>
Cancellation: The day of subscription of this contract	Cancellation: Day of departure – place of stay

#### **WHAT DO WE GUARANTEE?**

We will refund any deposits or all amounts held by the tour operator, less any deductible shown in the Table of Guarantees and charged according to the terms and conditions of sale of the latter (**excluding processing fees, visa fees, insurance and all taxes**), when you are required to cancel your trip before departure (one way).

**As regards rental, the guarantee shall be acquired only on condition that the rental is fully paid.**

#### **IN WHAT CASES DO WE INTERVENE?**

We intervene for the reasons and under the circumstances listed below, excluding any other.

**Serious illness, serious bodily injury or death**

**(including relapse, worsening of a chronic or pre-existing illness, and the consequences, sequelae of a personal accident that occurred prior to purchasing the contract) involving:**

- yourself, your spouse or common-law partner;
- your ascendants or descendants up to twice removed and/or those of your spouse or common-law partner;
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law;
- the death of your uncle, aunt, nephews and nieces;
- your professional replacement, provided that this person's name is mentioned when you subscribe to the contract;
- the legal guardian;
- a person usually living under your roof;
- the person responsible during your trip:
  - for looking after your children of minor age, provided that this person's name is mentioned when the contract is subscribed;
  - for looking after a person with a disability, provided that they live in the same household as you, you are the legal guardian of the person with a disability, and their name is mentioned when the contract is purchased.

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

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

- Which result in the absolute cessation of any business or other activity and provided that, at the time of departure, the person is not more than 6 months pregnant,
- or
- if the nature of the trip itself is incompatible with your pregnancy status provided that you are not aware of your condition at the time of booking your travel.

**Contraindication** due to the after-effects of a vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

**Dismissal for economic reasons** provided that the procedure was not initiated on the date of subscription of this Agreement and/or that you did not know the date of the event at the time of subscription of the contract

- involving yourself,
- your spouse or common-law partner,

#### **Notice to appear in court, only in the following cases:**

- Jury or sitting witness,
  - Designation as an expert,
- Provided you are called for a date coinciding with the travel period.

**Notice-to-appear for the adoption of a child** during the period of your insured stay, and provided that the notice-to-appear was not known at the time of subscription of the Contract.

#### **Notice-to-appear for a make-up examination**

Following a failure which was unknown at the time of booking or contract subscription (higher education only), provided that such examination takes place during the trip.

#### **Destruction of business or private premises**

It is essential that you be present on the day of departure to take the necessary protective measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.

**Theft in business or private premises** requiring your presence on the day of departure, provided that it occurred within 48 hours prior to travel departure.

#### **Granting of a job or internship by the Unemployment Office**

Taking effect before or during the dates scheduled for your trip, while you were registered at Pôle Emploi (Unemployment Office), provided that this is not a case of extension, renewal or change of contract type or an assignment provided by a temporary employment agency.

#### **Elimination or modification of dates of paid leave due to the employer**

This guarantee is granted to employees, **excluding self-employed professionals, Senior managers, legal representatives of companies, self-employed workers, craftsmen and intermittent workers in entertainment.** Such leave, corresponding to an acquired right, must have been the subject of prior written approval on the part of the Employer prior to subscription of the Contract

***A 20% deductible will remain as your responsibility with a minimum of 30 € per file.***

#### **Transfer for professional reasons**

Imposed by your hierarchy and not the result of a request from you, **excluding company heads, self-employed professions, craftsmen and intermittent workers in entertainment.**

***A 20% deductible will remain as your responsibility with a minimum of 30 € per file.***

#### **Refusal of visa**

by the authorities of the country chosen for your trip provided that you have not filed an applications that was refused by these authorities for a previous trip, that your actions have enabled them to take positions prior to your trip, and

provided that you comply with the requirements of the administrative authorities of that country.

#### **Serious damage to your vehicle**

Occurring on the way to your point of destination, resulting in a delay of more than two hours, you miss the flight booked for your departure, provided you have made arrangements to arrive at the airport at least 2 hours before the boarding time.

#### **Medical inability to practice sport**

Medical inability to engage in sporting activity is a reason for cancellation if the stay is in a ski resort.

Inclement weather preventing the activity of the stay is a reason for interruption of sporting activities unless a weather event of abnormal intensity causes the closing of the sports equipment before departure – in this case, cancellation of the stay will be taken care of.

#### **Cancellation of one of the persons accompanying you**

(maximum 8 persons) registered at the same time as you and insured by the same contract, when the cancellation is caused by one of the guaranteed causes.

If the person wishes to make the trip alone, the additional costs are taken into account without our refund exceeding the amount due in case of cancellation on the date of the event.

#### **WHAT WE EXCLUDE**

*In addition to the exclusions under "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?", we cannot intervene if the cancellation results from:*

- Any circumstance that is only an inconvenience,
- Forgotten vaccination,
- Failure of any kind, including financial, of the carrier making it impossible for it to fulfil its contractual obligations,
- The absence of snow or excess snow,
- Any medical event whose diagnosis, symptoms or cause are emotional, psychological or psychiatric in nature and which has not resulted in hospitalization for more than 3 days following the subscription of this Contract,
- Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, weather or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any other event that occurred between the date of the insurance contract and the date of departure for your trip
- Any event between the date of booking the travel and the date of subscribing the insurance contract.

- The absence of hazard,
- An intended act and/or which is objectionable under the Law, the consequences of alcoholic states and the use of drugs, of any narcotic substance referred to in the Public Health Code, or medications and treatments not prescribed by a physician,
- Because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event which could be the responsibility of the travel agency under the current Tourism Code,
- Failure to present, regardless of the reason, documents essential for the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the event of theft, within 48 hours of departure, of the passport or identity card.

#### **HOW MUCH DO WE COVER?**

- We will intervene for the amount of cancellation fees incurred on the day of the event which may commit the guarantee, in accordance with the terms and conditions of sale of the travel organizer, with a maximum and a deductible indicated in the table of limits of guarantees.
- The insurance contribution is never refundable.
- 
- **WHEN MUST YOU REPORT THE CLAIM?**
- **1/ Medical reason:** You must declare your loss as soon as it is proven by a competent medical authority that the severity of your health condition is likely to contra-indicate your travel.
- 
- If your cancellation is later than this travel contraindication, our refund will be limited to the cancellation fee in effect on the date of the contraindication (calculated according to the travel organizer's schedule of which you were informed at the time of registration).
- 
- **For any other reason for cancellation:** You must declare your claim as soon as you become aware of the event that may result in the guarantee. If your trip cancellation is later than that date, our refund will be limited to the cancellation fee in effect on the date of the event (calculated according to the tour organizer's scale, of which you were aware of at the time of registration).
- 
- **2/ In addition,** if the loss has not been declared to us directly by the travel agency or the organizer, you

must notify us within 5 working days of the event resulting in the guarantee. To do this, you must send us the claim statement attached to the insurance contract that has been given to you.

- 
- **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?**
- Your statement must be accompanied by:
  - in the event of a physical illness or accident, a medical certificate stating the origin, nature, severity and foreseeable consequences of the disease or injury,
  - in the event of death, a certificate and a vital registration form,
  - in other cases, any supporting documentation.
- 
- **You must provide us with the medical documents and information necessary for investigation of your file by means of the envelope printed on behalf of the medical advisor, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.**
- **If you do not have these documents or information, you must have them provided to you by your attending physician and send them to us using the pre-printed envelope referred to above.** You must release your doctor from medical secrecy. The same applies to the doctor treating the person at the origin of the cancellation, under penalty of forfeiture of your rights to compensation.
- 
- **You must also provide us with any additional information or documentation required to be provided by means of a pre-printed envelope on behalf of the medical advisor, in order to justify the reason for your cancellation, including:**
  - all photocopies of prescriptions prescribing medications, tests or examinations and any documentation justifying their issuance or execution, including care forms containing, for prescribed drugs, a copy of the corresponding labels,
  - calculations from Social Security or similar bodies relating to the reimbursement of processing costs and the payment of daily allowances,
  - the original invoice paid for the debit you are required to pay to the tour operator or that the tour operator retains,
  - the number of your insurance contract,
  - the registration form issued by the travel agency or the organizer,

- • in the event of a personal injury, you must specify the causes and circumstances of the accident and provide us with the names and addresses of the persons responsible, as well as, where applicable, witnesses.
- Furthermore, it is expressly agreed that you agree in advance to the principle of an examination by our medical advisor. Therefore, if you object to this examination without legitimate cause, you will lose your entitlement to guarantees.

#### **WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR GUARANTEES?**

*We cannot intervene when your requests for benefits or services are the result of damage resulting from:*

- ◆ Benefits which have not been requested during travel or which have not been arranged by us, or in agreement with us, do not, a posteriori, qualify for reimbursement or compensation,
- ◆ Hotel or restaurant fees, except those specified in the text of the guarantees,
- ◆ Damage caused intentionally by the Insured and that resulting from his or her participation in a crime, offense or brawl, except in the case of self-defence,
- ◆ The amount of the convictions and their consequences,
- ◆ The use of narcotics or medications not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competition sport or rally granting the right to a national or international ranking which is organized by a sports Federation for which a license is issued, as well as training for such competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, on board any apparatus for locomotion by land, water or air,
- ◆ The consequences of non-compliance with recognized safety rules related to the practice of any recreational sport,
- ◆ Costs incurred after the return from the 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), aerial sports, mountaineering, bobsleigh, dangerous animal hunting, ice hockey, skeleton, combat sports, caving, snow sports with international, national or regional rankings,

- ◆ Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorized by the local authorities,
- ◆ Official prohibitions, seizures or restraints by law enforcement,
- ◆ Use by the insured of air navigation apparatus,
- ◆ Use of war devices, explosives and firearms,
- ◆ Harm resulting from the insured's wilful or intentional misconduct in accordance with Article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemic, pollution, natural disaster, unless otherwise stipulated,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any irradiation from an energy source of a radioactive nature.

The liability of MUTUAIDE ASSISTANCE may in no case be incurred for breaches or violations of its obligations resulting from cases of force majeure, or from events such as civil or foreign war, riots or popular movements, lock-out, strikes, 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 effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstances or force majeure, as well as their consequences.

#### → General provisions

Like any insurance contract, this one involves reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages. This contract is a group damage insurance contract signed by Gritchen Affinity with MUTUAIDE ASSISTANCE and in which enrolment is optional.

#### Annex to Article A. 112-1

**Information document for exercise of the right of waiver provided for in Article L. 112-10 of the Insurance Code**

You are invited to verify whether you are already a beneficiary of a guarantee covering one of the risks guaranteed by the new contract. If this is the case, you have the right to waive this contract for a period of fourteen (calendar) days from the date of establishment, without charge or penalty, if all of the following conditions are met:

- you have purchased this contract for non-business purposes;

- this contract is in addition to the purchase of a good or a service sold by a supplier;
- you justify that you are already covered for one of the risks covered by this new contract;
- the contract that you wish to waive is not fully executed;
- you have not declared any claims covered by this contract.

In this situation, you may exercise your right to waive this contract by letter or any other durable media sent to the insurer of the new contract, accompanied by a document justifying that you already have coverage for one of the risks covered by the new contract. The insurer is required to refund the premium paid to you within 30 days of receiving your waiver.

If you wish to waive your contract but do not meet all of the above conditions, check the waiver terms in your contract.

#### Additional information:

The waiver letter, a model of which is proposed to you to be able to exercise this right, must be sent by mail or any other durable medium to Gritchen Affinity – 27, rue Charles Durand – CS70139 – 18021 Bourges:

"I, the undersigned, M....., residing at ..... waive my contract No. .... subscribed with MUTUAIDE ASSISTANCE in accordance with Article L 112-10 of the Insurance Code. I certify that I have no knowledge, as of the mailing date of this letter, of any loss involving a contract guarantee."

#### Consequences of waiver:

Exercising the right of waiver within the time provided in the box above results in termination of the contract from the date of receipt of the letter or any other durable medium. Once you become aware of a claim involving the contractual guarantee, you may no longer exercise this right of waiver.

In the event of a waiver, you are only required to pay the premium or contribution portion corresponding to the period during which the risk ran, which is calculated up to the date of termination.

However, the entire premium or contribution remains due to the insurance company if you exercise your right of waiver even though a loss involving the contractual guarantee and of which you have not been aware occurred during the renunciation period.

#### Provisions common to all guarantees

#### DEFINITIONS AND SCOPE



**We, the insurer**

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

**DEFINITIONS AND SCOPE****We, the insurer**

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

**Serious bodily injury**

A sudden alteration of health, resulting from the sudden action of an unintentional external cause, by the victim as determined by a competent medical authority resulting in the issuance of a prescription for the benefit of the patient and involving the cessation of any professional or other activity.

**Attack**

Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, intended to seriously disrupt public order through intimidation and terror and subject to media coverage. This “attack” should be documented by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it to be one and the same coordinated action, this event will be considered to be one and the same event.

**Insured**

An individual or group duly insured under this Agreement and designated, hereinafter, as “you”.

For guarantees of assistance and insurance, these persons must have their domicile in France, in the DOM-ROMs COM and sui generis communities or in Europe.

**Luggage**

Travel bags, suitcases, trunks and their contents, excluding any clothing and effects you are wearing.

**Injury**

A sudden alteration of health of the victim as determined by a competent medical authority, resulting from the sudden action of an unintended external cause.

**Natural disaster**

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

**COM**

COM refers to the overseas communities of French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint Barthelemy.

**Definition of assistance to persons**

Assistance to persons includes all the benefits implemented in the event of sickness, injury or death of the insured persons, during a covered trip.

**Covered travel**

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

**Domicile**

For guarantees of assistance and insurance, domicile is considered the principal and usual place of residence in France, in the DOM-ROMs COM and sui generis communities or in Europe. In the event of a dispute, the tax address is the home.

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

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

**DROM**

DROM means the overseas departments and regions of Guadeloupe, Martinique, Guyana, Réunion and Mayotte.

**Duration of guarantees**

- the “Cancellation” guarantee takes effect on the day of your subscription to the insurance contract and expires on the day of your travel departure.
- the duration of validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the travel organizer, with a maximum duration of 90 consecutive days.

**Basic necessities**

Articles of clothing and toiletries allowing you to deal temporarily with the unavailability of your personal effects.

**European Economic Area (E.E.E)**

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

#### **Abroad**

Any country outside your home country.

#### **Europe**

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

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

Illness, injury or death during a covered trip.

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

- ✓ Cancellation
- ✓ Late check-in
- ✓ Interruption of stay
- ✓ Forgotten object
- ✓ Replacement vehicle
- ✓ Sports equipment

#### **Performance of services**

The benefits guaranteed by this Agreement may only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenses authorized by Beneficiaries may be reimbursed by MUTUAIDE ASSISTANCE.

#### **Deductible**

The portion of the loss left to the insured under the contract in the event of compensation following a loss. The deductible can be expressed as an amount, percentage, day, hour, or kilometre.

#### **Long-haul:**

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

#### **Illness**

Sudden and unforeseen alteration of health observed by a competent medical authority.

#### **Serious illness**

Sudden and unforeseen alteration of health as observed by a competent medical authority resulting in the issuance of a prescription for the use of medication for the benefit of the patient and involving the cessation of any professional or other activity.

#### **Maximum per event**

In the event that the cover is implemented in favour of several insured victims of the same event and insured under the same special conditions, the insurer's cover shall, in any event, be limited to the maximum amount specified under that coverage, regardless of the number of victims. As a result, indemnities are reduced and paid in proportion to the number of victims.

#### **Family members**

Your spouse or common-law partner or any person bound to you by a PACS (civil solidarity pact), your ascendants or descendants or those of your spouse, your step-father, step-mother, brothers, sisters, including the children of the spouse or partner of one of your direct ascendants, step-brothers, step-sisters, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise agreed by contract.

#### **Medium haul:**

"Medium-haul" means travel to Europe and the Maghreb countries.

#### **We organize**

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

#### **We cover**

We finance the service.

#### **Invalidity**

Any fraud, falsification, misrepresentation or false testimony which may implement the guarantees provided for in the Agreement shall result in the invalidity of our commitments and forfeiture of the rights provided for in said Agreement.

#### **Precious objects**

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

#### **Claim**

A random event that triggers the guarantee of this contract.

#### **Territoriality**

Worldwide.

**WHAT IS THE GEOGRAPHIC COVERAGE OF THE CONTRACT?**

The guarantees and/or services provided under this Agreement shall apply worldwide.

**WHAT IS THE DURATION OF THE CONTRACT?**

**The duration of validity corresponds to the duration of the services sold by the travel organizer.**

**Under no circumstances may the duration of the guarantee exceed 3 months from the day of departure for the trip.**

**The "CANCELLATION" guarantee becomes effective on the date of subscription to this contract and expires on the day of departure for the trip (one way).**

**The other guarantees take effect on the scheduled departure day and expire on the scheduled date of return.**

**RULES FOR THE OPERATION OF ASSISTANCE SERVICES**

Only the telephone call of the insured at the time of the event allows the implementation of the assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the rights of the requester, organizes and takes charge of the services provided for in this Agreement.

In order to benefit from a service, MUTUAIDE ASSISTANCE can ask the Beneficiary to provide proof of the capacity he invokes and to produce, at his own expense, the documents and papers proving this right.

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

**MUTUAIDE ASSISTANCE cannot under any circumstances replace the local emergency relief organisations and intervenes within the limits of the approval given by the local authorities, nor can it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the case of minor ailments or minor injuries requiring neither repatriation nor medical transport.**

The interventions that MUTUAIDE ASSISTANCE is led to carry out are done in full respect of national and international laws and regulations. They are, therefore, linked to obtaining of the necessary authorizations by the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of a Beneficiary, the latter must return the original return ticket which was unused.

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

**CONDITIONS OF REIMBURSEMENT**

Reimbursements to the insured may be made by us only upon presentation of the original settled invoices corresponding to expenses incurred with our approval.

Claims should be sent to:

**MUTUAIDE ASSISTANCE  
Service Gestion des Sinistres  
126, Rue de la Piazza  
93196 NOISY LE GRAND CEDEX**

**HANDLING OF COMPLAINTS**

1. In the event of any disagreement or dissatisfaction with the implementation of your contract, we invite you to inform MUTUAIDE by calling 01.55.98.51.30 or writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the support guarantees listed below:

- ✓ Repatriation or health transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under 18 years of age
- ✓ Visit of a loved one
- ✓ Extension of stay
- ✓ Hotel expenses
- ✓ Continuation of stay
- ✓ Repatriation of remains
- ✓ Early return
- ✓ Legal assistance abroad
- ✓ Medical expenses outside the country of residence
- ✓ Payment of search or rescue costs
- ✓ Transmission of urgent messages

If the answer you receive does not give you satisfaction, you can send a letter to:

**MUTUAIDE  
SERVICE QUALITE CLIENTS  
126, Rue de la Piazza  
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 can refer the matter for Insurance Mediation by mail to:

**La Médiation de l'Assurance  
TSA 50110**

**75441 Paris Cedex 09**

2. In the event of any disagreement or dissatisfaction with the implementation of your contract, we invite you to inform **GRITCHEN AFFINITY** by writing to [sinistre@declare.fr](mailto:sinistre@declare.fr) for insurance coverage

If the answer you receive does not give you satisfaction, you can send a letter to:

**MUTUAIDE**  
**Service Assurance**  
**TSA 20296**  
**94368 Bry sur Marne Cedex**

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within 2 months at most. If the disagreement persists, you can refer the matter for Insurance Mediation by mail at:

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

The insurer shall acknowledge receipt of the claim within a period not to exceed 10 working days, unless the response itself is given to the client within that period. It shall send the reply to the insured within a period not exceeding two months from the date of receipt.

Finally, if your disagreement persists after the answer is given, you may refer the matter for insurance mediation provided that no legal action was taken:

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

Insurance mediation is not authorized to decide on contracts subscribed to cover professional risks

#### **DATA COLLECTION**

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

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

- The processing of personal data is necessary for enrolment in the contract and execution of its guarantees, for

management of the commercial and contractual relationships, and for execution of legal, regulatory and administrative provisions in effect.

- The data collected and processed is kept for the duration necessary to fulfil the contract or to satisfy legal obligations. This data is then archived in accordance with the periods specified in the provisions relative to the statute of limitations.
- The recipients of the data concerning him are, within the limits of their duties, the Insurer's departments in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers within the framework of the exercise of their assignments.

It may also be sent, where appropriate, to professional bodies and to all persons involved in the contract, such as lawyers, experts, court officials and judicial officers, curators, guardians and investigators.

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

- In its capacity as a financial institution, the Insurer is subject to legal obligations arising mainly from the Monetary and Financial Code with regard to the fight against money laundering and terrorist financing and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured shall be kept for a period of five (5) years from the close of the contract or termination of the relationship.

- His personal data may also be used in the context of processing to combat insurance fraud which may lead, if necessary, to inclusion on a list of persons presenting a risk of fraud.

This inclusion may result in further examination of the matter, or even the reduction or refusal of the benefit of a right, service, contract or service proposed.

In this context, personal data concerning him (or concerning the persons who are parties or concerned by the contract) may be processed by any authorised persons working within the entities of the Insurer Group within the framework of the fight against fraud. This data may also be intended for the



authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, court officials, judicial officers, third-party organisations authorised by a legal provision and, where applicable, victims of fraud or their representatives).

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

For persons on a list of suspected fraudsters, their data is deleted 5 years after the date of placement on the list.

- In its capacity as Insurer, it is entitled to process data relative to offences, convictions and security measures either at the time of subscription of the contract or during the effective period of it, or in the context of managing disputes.
- Personal data may also be used by the Insurer in the context of processing operations that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning the Insured may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Insured has the right to access, rectify and delete his data, and to object to processing of said data, by proving his identity. He also has the right to request limitation of the use of his data when it is no longer necessary, or to retrieve the data he has provided in a structured format when it is necessary for the contract or when he has consented to the use of such data.

He has the right to set guidelines on the fate of his personal data after his death. These guidelines, whether general or specific, relate to the storage, deletion and disclosure of his data after his death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

:

- By email: At [DRPO@MUTUAIDE.fr](mailto: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 –  
93196 Noisy le Grand.

After having made a request to the Data Protection Representative and not having obtained satisfaction, he has the possibility of referring the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

#### **SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured, to the extent of the compensation and services it has provided, against any person responsible for the events which motivated its intervention. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or institution.

#### **TIME LIMITS**

In application of Article L 114-1 of the Insurance Code, any action arising from this contract is time-barred two years following the causal event. This period is extended to ten years for death benefits, with the actions of the beneficiaries being time-barred thirty years, at the latest, following this event.

However, this period shall only run:

- in the event of reticence, omission, false or inaccurate declaration regarding the risk incurred, from the day that the Insurer became aware of it;
- in the event of a claim, from the day that the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, the limitation period shall run only from the day that third party brought legal action against the Insured or was indemnified by the Insured.

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 person against whom the time limit expired (Article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled as a result of a procedural flaw (Articles 2241 and 2242 of the Civil Code). Interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively

- rejected (article 2243 of the Civil Code);
- a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is pointed out that:

Arraignment sent to one of the joint and several debtors by court petition or by an act of forced execution or recognition by the debtor of the right of the party against whom the time limit lapsed interrupts the time limit against all others, even against their heirs.

On the other hand, an arraignment sent to one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the time limit with respect to the other joint heirs, even in the case of a hypothecary claim, if the obligation is divisible. Such arraignment or recognition interrupts the time limit with regard to the other co-debtors only for the share of the obligation for which the heir is responsible.

In order to interrupt the limitation period for all parties involved, with regard to other co-debtors, it is necessary to arraign all the heirs of the deceased debtor or to recognize all these heirs (article 2245 of the Civil Code).

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

The time limit may also be interrupted by:

- the designation of an adjuster following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to settlement of the claim).

## SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relative to determination and payment of benefits shall be submitted by one of them, failing amicable resolution, to the competent court at the location of the Beneficiary's domicile, in accordance with the provisions of Article R 114-1 of the Insurance Code.

## FALSE DECLARATIONS

**When they change the object of the risk or diminish our opinion of it:**

- **Any reticence or intentionally false statement on your part will render the contract null and void. Premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due,**

**as provided for in Article L 113.8 of the Insurance Code.**

- **Any omission or inaccurate declaration on your part which is not established as being made in bad faith will result in termination of the contract, 10 days after notification is sent to you by registered letter, and/or application of the reduction of compensation under the Insurance Code as provided for in Article L 113.9.**

## REGULATORY AUTHORITY

The regulatory authority responsible for supervising MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudenciel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.