### Travel insurance

### Information document on the insurance product

Company: Mutuaide Assistance, Approval no. 4021137 - Insurance company approved in France and governed by the French Insurance Code

#### Product: CAMPEZ COUVERT INSURANCE

This information document summarises the main product covers and exclusions. It does not take into account your needs and specific requests. Full information on this product can be found in the pre-contractual and contractual documentation. What type of insurance is it?

Travel Insurance is intended to cover the damage suffered by the insured party before and during the journey and his related expenses. The "Campez couvert" product covers travel cancellation, late arrival, interrupted stay.



#### What is insured?

The insurance covers have different reimbursement ceilings, which are indicated in the policy.

Insurance covers provided for systematically:

Travel cancellation charges up to €5,000 per person and €30,000 per event.

Covid extension

#### Late arrival

Reimbursement of accommodation days not used up to  ${\in}4,000$  per rental or pitch with a maximum of  ${\in}25,000$  per event

#### M Interrupted stay charges

Reimbursement of costs of stay already paid and services not used including any costs for cleaning the rental, in the event of premature return up to  $\notin$ 4,000 per person and with a maximum of  $\notin$ 25,000 per event.



### What is not insured?

Mutuaide Assistance

X Cancellation for personal convenience.

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# Are there exclusions to the cover?

Main exclusions:

Consequences and/or events resulting from a strike, attack or act of terrorism.

Deliberate fault by the insured party.

Illnesses or accidents that have been diagnosed, treated or hospitalised initially between booking the trip and taking out the policy.

Default by the trip organiser or airline or rail company.

#### Main restrictions:

A sum indicated in the policy can remain payable by the insured party (excess) for the cancellation costs cover.

The late arrival and stay interruption costs apply after one day.



#### Where am I covered?

The insurance covers taken out apply worldwide.



#### What are my obligations?

On pain of invalidity of the insurance policy or of non-cover:

#### When taking out the policy:

- Pay the premium (or fraction of premium) indicated in the policy.
- Declare, as per the conditions and set times, any loss likely to involve one of the covers and attach any useful documents in assessing the loss,
- Advise of any covers that may have been taken out for the same risks totally or partially with other insurers and any reimbursement received by the insured party following a loss,
- In the event of a theft, lodge a complaint with the competent authorities and provide the original of this lodgement.



#### When and how should payments be made?

Premiums are payable to the insurer or its representative when taking out the policy. Payments can be made by bank card, cheque and bank mandate or transfer.



### When does cover start and end?

#### Start of cover

The "Travel cancellation" cover takes effect on the day on which the policy is taken out. All other covers take effect on the day of departure on the trip.

#### End of cover

The "Travel cancellation" cover expires on the day of departure on the trip All other covers expire on the last day of the trip, with a maximum period of 90 consecutive days.



### How can I terminate the policy?

A temporary policy cannot be terminated. The policy ends at the latest at the end of the trip.

**MUTUAIDE ASSISTANCE**. 8/14 avenue des Frères Lumière - F-94368 Bry-sur-Marne Cedex.

S.A. with a capital of €12,558,240 fully paid. Governed by the insurance code, Créteil trade and companies register 383 974 086 – VAT FR 31 3 974 086 000 19.



Gritchen Affinity 27, rue Charles Durand CS70139 - 18021 Bourges Cedex www.gritchen.fr

# Campez couver by gritcher

### CAMPEZ COUVERT PANDEMIC EXTENSION

GENERAL TERMS AND CONDITIONS OF INSURANCE

**Insurance Policy Number 8400** 

Group insurance contract with optional individual membership taken out through

Gritchen Affinity, broker/managing agent – Simplified joint stock company with a registered share capital of 10,260 euros, listed in the Bourges Trade and Companies Register under no. 529 150 542 and having its registered office at 27 rue Charles Durand - 18000 Bourges - VAT no.: FR78529150542 - an insurance Broker with no obligation of exclusivity (list of partner insurance companies available on request) subject to supervision by the ACPR, the French Prudential Supervision and Resolution Authority, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, France and registered with ORIAS [the single register of Insurance Banking and Finance Intermediaries in France] in the Insurance Broker category under no. 11061317 (www.orias.fr) - Professional Civil Liability and Financial Indemnity in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code - Subsidiary of GRITCHEN ASSURANCES HOLDING GROUP, a simplified joint stock company with a registered share capital of 2,312,218.80 euros.

With MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX, France. A public limited company with a registered share capital of €12,558,240 – A business governed by the French Insurance Code – Subject to the supervision of the French Prudential Supervision and Resolution Authority – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny, France – VAT FR 31 383 974 086.

# The purpose of these General Conditions is to define the conditions under which MUTUAIDE ASSISTANCE provides cover to members who are Beneficiaries of the group contract

When insurance indemnities are involved, the insured must:

Inform Gritchen Affinity in writing of any incident that is likely to result in a claim with 10 business days (this period is reduced to 2 business days in cases of theft).

These periods begin when the insured becomes aware of the incident likely to result in a claim. Once these time periods have elapsed, the insured will forfeit any right to compensation where the delay has caused prejudice to the Company.

> Voluntarily inform Gritchen Affinity of any policies taken out with other insurers for the same risk

Gritchen Affinity - SAS au capital de 10.260 euros immatriculée au RCS de Bourges sous le n° 529 150 542 dont le siège social est sis au 27, rue Charles Durand - CS70139 - 18021 Bourges Cedex - N° TVA : FR24921240917 Société de Courtage d'Assurances sans obligation d'exclusivité (liste des compagnies d'assurances partenaires disponible sur simple demande) soumise au contrôle de l'ACPR, Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 et immatriculée à l'ORIAS dans la catégorie Courtier d'assurance sous le n° 110 613 17 (www.orias.fr) - Responsabilité Civile Professionnelle et Garantie Financière conformes aux articles L 512-6 et L 512-7 du Code des assurances - Filiale de GROUPE GRITCHEN ASSURANCES HOLDING, SAS au capital de 2.312.218,80 euros

www	For fast, advanced management of your requests for cancellation, interruption, late arrival. Submit a claim online at: <u>www.declare.fr</u> You can send your supporting documents and track the progress of your claim.
	For more traditional management of your cancellation, interruption, late arrival. Send an email to: <u>sinistres@campez-couvert.com</u> or Send a letter to: Gritchen Affinity Claims –Campez couvert 27 Rue Charles Durand – CS70139 18021 Bourges Cedex

### **SCHEDULE OF COVER**

COVER	AMOUNT
CANCELLATION COSTS	In accordance with the cancellation fees schedule Maximum €5,000 per person and €30,000 per incident No excess payable for medical claims Excess for other claims: €15 per rental unless otherwise specified
LATE ARRIVAL	Reimbursement of unused land services on a pro rata basis, up to a maximum of €4,000 per rental or pitch, and a maximum of €25,000 per event Excess 1 day
INTERRUPTED STAY COSTS	Reimbursement of unused land services on a pro rata basis including any costs for cleaning a rental property in the event of an early departure Maximum €4,000 per person and €25,000 per incident <b>Excess 1 day</b>

### TAKES EFFECT

<u>Cancellation</u> : on the day the policy is taken out	<u>Cancellation</u> : on the first day of the stay
<u>Forgotten items</u> : on the day of department from the location of your stay	<u>Forgotten items</u> : 10 days after the insured person has returned home
Other cover: on the arrival day at the location of your stay	<u>Other cover</u> : on the day of departure from the location of your stay

#### Deadline for taking out a policy

For the Cancellation cover to be valid, the policy must be taken out when booking the trip or before the cancellation costs schedule starts.

#### **CANCELLATION COSTS**

#### **1. WHAT WE COVER**

We reimburse down payments or all sums retained by the trip organiser (minus any excess stated in the Schedule of Cover) and invoiced in accordance with the general terms and conditions of sale thereof (excluding administrative costs, visa expenses, the insurance premium and all taxes), up to the maximum amount covered for your stay as set out in the Schedule of cover, when you have to cancel your trip before you leave (on the outward journey) in the circumstances provided for below.

#### 2. WHEN DO WE INTERVENE?

We intervene when an insured person who make the booking is obliged to cancel their stay due to the occurrence of one of the incidents listed below, to the exclusion of all others, which incident(s) makes it impossible to participate in the trip that was booked:

# • Serious illness (including serious illness following an epidemic or pandemic), serious physical injury or death of:

- > yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your guardian or any person who ordinarily lives with you,
- your brothers and sisters, including the children of the spouse or live-in partner of one of you direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
- your professional replacement named when the booking was made, the person named when the policy was taken out as responsible, during your trip, for looking after or accompanying your underage children on holiday, or a person with disabilities who lives with you, subject to hospitalisation of more than 48 hours, or death.

The consequences and after-effects of Serious Physical Injury or aggravation of a Serious Illness are also covered, if the accident or illness was identified before you booked your stay. In that case, it is your responsibility to establish that the consequences, after-effects or aggravation occurred after your booking.

#### • Death of your uncle, aunt, nephews and nieces.

• If you are denied boarding at an airport, railway station or harbour following a temperature check organised by the health authorities in the country of departure or a the transport company with whom you are travelling. (A supporting document issued by the transport company that refused boarding, or by the health authorities, must be sent to us; indemnification will not be possible if this document is not provided).

#### • No Covid 19 vaccination

- ✓ when, at the time of taking out this policy, the destination country did not require vaccination against Covid 19 for entry into its territory, but does on the day of your departure:
- and you are not within the specified timeframe to be able to receive the required vaccination before your travel date,
- or you are not able to receive the vaccination due to a medical contra-indication.

#### • Pregnancy complications up to the 32nd week:

- ✓ Which cause total stoppage of any professional or other activity or,
- ✓ If the nature of the travel itself is incompatible with pregnancy, provided that you were unaware that you were pregnant at the time you took out your insurance policy.

**Contra-indication to vaccination, vaccination after-effects** or a medical inability to take the preventive treatment required for the destination chosen for your stay

• You are unable to receive essential dialysis treatment at the location of the insured stay during the period of the holiday, provided you can demonstrate that you asked the appropriate local centre before booking your stay.

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

- **Redundancy;** if you, your spouse or your de facto spouse are made redundant, provided that the redundancy procedure had not been initiated at the time the policy was taken out, or that you were not aware of the procedure at the time the policy was taken out
- Summons before a court, in the following cases only:
  - Jury duty or criminal court witness,
  - Nominated subject expert,

Provided that you are summonsed on a date coinciding with the duration of your stay.

• Summons with a view to adopting a childprovided that you are summonsed on a date coinciding with the duration of your stay and provided that you did not know about the summons when the Policy was taken out.

**Convocation to re-sit an exam (higher-education only)** following a failure that was not known about when the reservation was made or the policy was taken out, provided that the exam in question is scheduled during the insured stay.

- Notice of an organ transplant sent to you or your legal or de facto spouse or one of your first-degree ascendants or descendants.
- Theft of or serious damage to your caravan or camping car, which is essential for the stay booked, and which was not known about at the time the insurance policy was taken out and which makes your initially-planned stay impossible.
- Serious fire, explosion or water damage, or serious damage caused by the forces of nature at your business or private premises, where your presence is required without fail to take the necessary protective measures.
- Theft at your professional or private premises, that requires your presence without fail on the day of departure, provided that the theft occurred within 48 hours of the start of the stay.

- Serious damage to your vehicle that occurred within 96 working hours before the first day of the stay, and where the vehicle has been immobilised and cannot therefore be used to transport you to the location of your stay.
- An impediment to you reaching the location of your stay by road, rail, air or sea on the day your stay starts, due to:
- Roadblocks or barricades ordered by the State or a local authority,
- Flooding or a natural event that obstructs traffic and is notified by the competent authority,
- Traffic accident during the journey to get the location of your planned stay, where the damage immobilises the vehicle, as stated in the report by the adjuster.
- Getting a job as an employee with a contract of six months or more that starts before or during the planned dates of your stay, if you were registered as a job seeker with the Pôle Emploi (French employment agency) on the day you booked your stay (proof of registration will be requested) and provided this is not a contract extension or renewal nor an assignment given you by a temporary employment agency.
- Your divorce or break-up of a PACS (civil partnership) provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document. Excess of 25% of the claim amount with a minimum of 15 euros
- Theft of your identity card, driving licence or passport within the five working days prior to your departure, which prevents you from satisfying the mandatory checks by the competent authorities for you to reach the location of your stay. Excess of 25% of the claim amount with a minimum of 15 euros
- Cancellation or modification to your paid holiday dates or those of your de facto or legal spouse, imposed by your employer for legitimate reason or exceptional circumstances, which were given written approval by your employer before you booked your stay. The document issued by the employer will be requested. This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. Additionally, this cover does not apply in the event of a change of employment.

Excess of 25% of the claim amount with a minimum of 15 euros

- Change of job requiring you to move house, imposed by your line or senior management and which you have not requested, provided the change was unknown when the policy was taken out. This cover is provided to salaried employees, excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry.
   Excess of 25% of the claim amount with a minimum of 15 euros
- Visa refused by the authorities of the destination country provided that no prior application was refused by those authorities for the same country. The documentary proof issued by the embassy will be required.
- Illness requiring psychological or psychotherapeutic treatment including a nervous breakdown by you, your de facto or legal spouse or your direct descendants that requires <u>a minimum hospitalisation of three days</u> at the time the stay is cancelled.
  - Cancellation by one of the people travelling with you (maximum 9 people) who booked at the same time as you and are insured under the same policy, where the cancellation is due to one of causes listed above. If the insured parties wish to travel alone without the cancelling parties (who have cancelled for a reason covered by the policy), we will reimburse we will reimburse the pro rata share of the stay between the number of people initially planned and the actual number of people.

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#### 4. WHAT WE EXCLUDE

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

Besides the exclusions set out in the section "WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVER?", the following are also excluded:

- Any incident, illness or accident that you have already notified us about and/or made a claim for, any
  recurrence, aggravation or hospitalisation between the date of purchase of the stay and the date the
  insurance policy was taken out,
- Any circumstance that is merely detrimental to your enjoyment,
- Pregnancy, and in all circumstances, voluntary termination of pregnancy, childbirth, in vitro fertilisation and any consequences, together with any complications arising as a consequence of pregnancy past the 32nd week,
- Forgetting to be vaccinated,
- A failure of any kind by the carrier, including financial default, that results in the carrier not being able to fulfil its contractual obligations,
- Too little or too much snow,
- Any medical incident of a mental, psychological or psychiatric nature that has not given rise to hospitalisation for more than three consecutive days after this Policy was taken out,
- Pollution, the local health situation and/or natural disasters covered by the procedure referred to in Law 82.600 of 13 July 1982 and any consequences thereof, and/or meteorological or climate events,
- The consequences of criminal proceedings against you,
- Any other incident that occurs between the date upon which the insurance policy was taken out and the date of departure of your trip,
- Any incident that occurs between the date upon which the stay was booked and the date upon which the insurance policy was taken out.
- The absence of any hazard,
- An intentional act or one punishable by under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance referred to in the French Code of Public Health, medication and treatments not prescribed by a doctor,
- The mere fact that the geographical destination of the trip is not recommended by the Ministry of Foreign Affairs of the insured person(s)' country,
- Any act of negligence by you,
- Any incident for which the trip organiser may be responsible or liable under the Code of Tourism Code in force,
- Failure to present, for any reason whatsoever, any documents essential to the stay, such as a passport, driving licence, identity card, visa, travel documents and/or vaccination records, except in the event of theft thereof within the 48 hours preceding departure

#### 5. HOW MUCH DO WE COVER?

We cover the amount of the cancellation fees **incurred on the day of the incident** that could trigger your cover, accordance with the General Terms and Conditions of Sale of the trip organiser, with a maximum and an excess as indicated in the Schedule of Cover.

## The indemnity will not, under any circumstances, exceed the amount of the insured stay as set out on the insurance certificate.

The cost of the insurance policy is never refundable.

#### 6. WHEN DO YOU HAVE TO SUBMIT YOUR CLAIM?

1/ *Medical reasons:* you must make your claim as soon as it is established, and have a competent medical authority certify that your state of health is serious enough to contraindicate your trip.

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

For any other reason for cancellation: you must make your claim as soon as you become aware of the incident that could trigger cover under your policy. If your cancellation is subsequent to such a contraindication to travel, our reimbursement will be limited to the cancellation fees applicable on the date of that contra-indication (calculated on the basis of the trip organiser's scale of charges).

2/ Furthermore, you must notify us within 5 working days following the event giving rise to the cover if the incident has not been declared to us directly by the travel agent or the organiser.

#### 7. WHAT ARE YOUR OBLGATIONS IN THE EVENT OF LOSS?

Your claim must be supported by:

- In the event of illness or an accident, a medical certificate, stipulating the origin, nature, severity and expected consequences thereof,
- In the event of death, a death certificate and civil status form,
- In all other cases, any documentary proof.

You should provide us with the medical details and documents needed to process you claim, using the envelope pre-printed with the name and address of the medical officer that we will send you as soon as we receive your claim, as well as the medical questionnaire to be filled out by your doctor.

If you do not have these documents or information, you should obtain them from your doctor and send them to us using the aforementioned pre-printed envelope.

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

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

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

#### LATE ARRIVAL

#### **1. WHAT WE COVER**

We cover you for reimbursement on a pro rata basis for the period not used as a result of late possession by **more than 24 hours**, of the pitch or accommodation that was the object of the insured stay, as a consequence of one of the incidents listed in the Cancellation cover.

This indemnity cannot be combined and used together with the cancellation cover

#### 2. WHAT ARE YOUR OBLGATIONS IN THE EVENT OF LOSS?

You must:

• Send the insurer all documents needed to make your claim and substantiate the validity and amount thereof.

You will be routinely asked, in all cases, to provide the originals of the organiser's detailed invoices showing the land and transport services.

You claim will not be able to be settled unless the medical details needed to process your file are disclosed to our medical officer.

#### **INTERRUPTED STAY COSTS**

#### **1. WHAT WE COVER**

If you have to interrupt the stay covered by this policy, we undertake to reimburse the unused "open air accommodation" services (excluding administrative costs, the insurance premium and all taxes) together with any costs for cleaning the rental, which you cannot ask the service provider to reimburse, replace or compensation in the event that you are forced to leave and return the rented pitch or accommodation covered under your policy due to:

- Serious illness or accident or death of yourself, your legal or de facto spouse, your second-degree ascendants or descendants, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who ordinarily lives with you, the person accompanying you during your stay and identified by name and insured under this policy.
- Serious illness or accident or death of your professional replacement named when the policy was taken out, the person responsible during your stay for looking after your underage children or any person with disabilities for whom you are the legal guardian and who lives with you, whether or not you are the legal guardian.
- Serious fire, theft, explosion or water damage, or serious damage caused by the forces of nature at your business or private premises, where your presence is required without fail to take the necessary protective measures.

#### **2. WHAT WE EXCLUDE**

Besides the exclusions set out in the section "Which general exclusions apply to all our cover?", interruptions resulting from the following are also excluded:

- cosmetic treatment, health cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;
- depressive, mental or psychological illness without hospitalisation, of less than three days;
- epidemics or pandemics.

#### 3. WHAT ARE YOUR OBLGATIONS IN THE EVENT OF LOSS?

You must:

• Send the Insurer all documents needed to make your claim and substantiate the validity and amount thereof. You will be routinely asked, in all cases, to provide the originals of the tour operator's detailed invoices showing the land and transport services.

You claim will not be able to be settled unless the medical details needed to process your file are disclosed to our medical officer.

#### $\rightarrow$ General provisions

As with all insurance policies, this one comprises reciprocal rights and obligations. It is governed by the French Insurance Code. The rights and obligations are set forth in the following pages. This is a collective damage insurance policy taken out by Gritchen Affinity with MUTUAIDE ASSISTANCE with optional membership.

Appendix to Article A. 112-10

Advice on exercising your cancellation rights as provided for under Article L. 112-10 of the French Insurance Code

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

- you took out the policy for non-professional purposes;
- the policy came with the purchase of goods or a service sold by a supplier;
- you can demonstrate that you are already covered for one of the risks covered by this new policy;
- the policy you wish to cancel has not been fully executed;
- you have not made any claim covered by this policy.
- In such a situation, you may exercise your right to cancel this policy by letter or via any other lasting medium sent to the insurer of the new policy, together with the document(s) that show that you already have insurance for one of the risks covered by this new policy. The insurer must reimburse you the premium paid within thirty days of your cancellation.

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

#### Additional information:

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

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

#### Consequences of cancelling the policy:

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

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

The full premium or contribution will, however, be payable to the insurance company should you exercise your right to cancel where a loss of which you were unaware occurs, activating the policy cover during the cancellation period.

#### **Provisions common to all cover**

#### DEFINITIONS AND SCOPE OF APPLICATION

#### We, the Insurer

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

#### Serious physical injury

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

#### Attack

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

This "attack" will have to be recognised by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

#### Insured

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

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

#### Injury

Abrupt decline in health resulting from the sudden action of an unintentional (by the victim) external cause noted by a competent medical authority.

#### **Natural disaster**

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

#### сом

By COM, we mean the *Collectivités d'Outre-Mer*, which includes French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthelemy.

#### Definition of personal assistance

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

#### Covered stay or insured stay

A stay for which you are insured and have paid the corresponding premium, for a maximum of 90 consecutive days.

#### Residence

For Assistance and Insurance covers, this is considered as the principal primary residence in France, in the French overseas departments and territories or sui generis communities or in Europe. In the event of court proceedings, the fiscal address will be deemed to be the residential address.

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

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

#### DROM

By DROM we mean the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

#### **Duration of cover**

• The "Cancellation" cover takes effect on the day on which the insurance policy is taken out and expires on the day of your departure of your stay.

• The duration of validity of all other cover corresponds to the dates of stay indicated on the invoice issued by the trip organiser with a maximum duration of 90 consecutive days.

#### **Basic necessities**

Clothing and toiletry effects allowing you to deal with the unavailability of your personal effects on a temporary basis.

#### Epidemic

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

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

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

#### Abroad

All countries outside your country of residence.

#### Europe

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

#### Incidents covered for assistance

Illness, injury or death during a covered stay.

#### Incidents covered for insurance

- ✓ Cancellation
- ✓ Late arrival
- ✓ Interrupted stay
- ✓ Forgotten item
- ✓ Replacement vehicle
- ✓ Costs of veterinary care

#### **Execution of services**

The assistance services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. Consequently, no expenditure made under the authority of the Beneficiaries will be reimbursed by MUTUAIDE ASSISTANCE.

#### Excess

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

#### Long haul:

By "Long haul" we mean travel to countries not listed in the "Medium haul" definition.

#### Illness

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

#### **Serious illness**

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

prescription for treatment in the name of the ill person and involving the cessation of all professional or other activities.

#### Maximum per incident

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

#### **Family members**

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

#### Medium haul:

By "Medium haul" we mean stays at destinations in Europe and the Mahgreb countries.

#### We organise

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

#### We pay for

We pay for the service.

#### Invalidity

Any fraud, falsification, false declaration or false testimony that could trigger the cover(s) provided for in the policy, will render our commitments and undertakings null and void and forfeit the rights specified in the aforementioned policy.

#### **Precious items**

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

#### Pandemic

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

#### Quarantine

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

#### Incident

Event of a random nature that triggers cover under this policy.

#### Territory

Worldwide.

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

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

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

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

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

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

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

#### FIGHTING FRAUD

An insurance policy cannot produce a profit for the insured; it only guarantees compensation for actual losses.

If you commit fraud, falsify or misrepresent the nature, causes, circumstances or consequences of a Claim, or if you knowingly use inaccurate documents or fraudulent means, you will forfeit any right to cover for the Claim in question.

# WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVER?

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

- Services which have not been requested during the stay or which have not been organised by us, or in agreement with us, do not give the right, subsequently, to a refund or indemnity,
- Dining and hotel expenses, except those specified in the description of cover,
- Damage intentionally caused by the Insured and damage resulting from their participation in a crime, offence or an altercation, except in the case of self-defence,

- The amount of any conviction and any consequences thereof,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Customs duties,
- Participation as a competitor in a competitive sport or a rally giving the right to national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for these competitions,
- The professional practice of any sport,
- Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion machine,
- The consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,
- Expenses incurred after the return trip or the expiry of cover,
- Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motorised vehicle air mountain used), sports, high mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports with an international, national regional or classification,
- Voluntary failure to comply with the regulations of the country visited or the practice of activities that are not authorised by the local authorities,
- Official prohibitions, seizures or constraints by the public authorities,
- Use by the Insured of air navigation instruments,
- The use of war devices, explosives and firearms,
- Damage resulting from willful or intentional misconduct by the Insured as set out in Article L.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics, unless otherwise stipulated in the cover, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular protests, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.
- The absence of any hazard

Under no circumstances shall 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, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous or force majeure event, and their consequences.

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

Only a telephone call from the Insured at the time of the incident will enable the use of assistance services.

Upon receiving the call, MUTUAIDE ASSISTANCE will, once it has verified the rights of the requesting person, organise and pay for the services provided for in this policy.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the capacity they are asserting and to produce, at their own expense, any documents demonstrating this right.

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

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

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

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured, that person must return their unused scheduled return ticket.

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

#### CONDITIONS OF REIMBURSEMENT

We can only refund the Insured upon presentation of the original paid invoices that correspond to the costs that were incurred with our approval. Refund requests should be sent to:

#### MUTUAIDE ASSISTANCE Service Gestion des Sinistres 126, rue de la Piazza 93196 NOISY LE GRAND CEDEX FRANCE

#### COMPLAINTS

1. In the event of disagreement or dissatisfaction with the implementation of your policy, please let MUTUAIDE know by calling +33 (0)1 45 16 85 42 or by writing to voyage@mutuaide.fr for the Assistance cover listed below:

- ✓ Repatriation or medical transport
- ✓ Extended stay
- ✓ Hotel costs
- ✓ Repatriation of remains
- Medical expenses outside country of residence
- ✓ To send an urgent message

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

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

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

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

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

2. If you disagree or are dissatisfied with the implementation of your policy, please let GRITCHEN AFFINITY know by writing to Service réclamations 27 rue Charles Durand 18000 BOURGES France or by e-mail: reclamations@gritchen.fr for the insurance coverage listed below:

- ✓ Cancellation
- ✓ Interruption
- ✓ Late arrival
- Replacement vehicle
- ✓ Forgotten item

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

#### MUTUAIDE Service Assurance TSA 20296 94368 Bry sur Marne Cedex FRANCE

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

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

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

Insurance Mediation is not competent to deal with policies taken out to cover professional risks

#### DATA COLLECTION

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

 answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for the Insured may be that the policy taken out is invalid (Article L 113-8 of the French Insurance Code) or that the indemnities are lower (Article L 113-9 of the French Insurance Code),

The processing of personal data is necessary for acceptance and execution of the Insured's policy and cover, the management of commercial and contractual relationships and the performance of legal, regulatory or administrative provisions in effect.

The data collected and processed are kept for the period necessary for execution of the policy or legal obligation. These data are then archived in accordance with the timeframes specified by the provisions relating to time limits.

The recipients of the Insured's personal data are, within the limits of their remit, the services of the Insurer in charge of the signature, management and execution of the Insurance Policy and cover, its delegates, agents, partners, sub-contractors and reinsurers, within the framework of their duties.

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

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

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

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

• The Insured's personal information may also be used within the context of data processing to combat insurance fraud, which may lead, if applicable, to registration on a list of persons presenting a risk of fraud.

This registration could have the effect of extending verification of the Insured's claim, or even the reduction or refusal of the benefit of a right, benefit, policy or service offered.

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

In the event of a fraud alert, the data are kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert appears to be meaningful. In the event of a meaningful alert, the data are kept for up to five (5) years from when the fraud file is closed, or until the end of the legal proceedings and the applicable limitation periods.

The data of people registered on a list of suspected frauds are deleted after five years from being registered on this list. • In its capacity as Insurer, it is entitled to process data relating to violations, convictions and safety measures, either when the policy is taken out, or during the period of execution, or within the context of managing any litigation.

• Personal data may be used by the Insurer for its processing operations with the purpose of research and development to improve the quality or relevance of its future insurance or assistance products and service offers.

• The Insured's personal data may be accessible to some of the Insurer's employees or service providers established in countries outside of the European Union.

• Upon proof of identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. The Insured also has the right to ask to limit the use of their data when no longer necessary, or to recover, in a structured format, the data that they provided when necessary for the policy or when they consented to the use of those data.

The Insured has the right to provide instructions on what should be done with his personal data upon their death. These instructions, whether general or specific, concern the storage, removal and communication of the Insured's data after their death.

These rights can be exercised with the Data Protection Representative for the Protection of the Insured's Data:

- by email: to <u>DRPO@MUTUAIDE.fr</u>

or

by post: in writing to the following address:
 Data Protection Representative –
 MUTUAIDE ASSISTANCE – 126, rue de la
 Piazza – 93196 Noisy le Grand, France.

If the Insured makes a request to the Data Protection Representative that does not conclude satisfactorily, the Insured may contact the CNIL (French Data Protection Agency)

#### SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Insured, against any person responsible for the facts that 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 that company or institution.

#### TIME LIMITS

In application of Article L 114-1 of the French Insurance Code, actions resulting from this policy must be brought within two years of the event giving rise to it. That period is extended to ten years for death cover, when beneficiaries must act within a maximum of thirty years after that event.

However, this time limit only runs:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- in the event of a loss, from the day that the concerned parties became aware of it, provided they can demonstrate 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 upon which the third party brought legal proceedings against the Insured or was indemnified by the Insured.
- This time limit may be interrupted, in accordance with Article L 114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:
- recognition by the debtor of the right of the party against whom the time limit was reached (Article 2240 of the French Civil Code);
- legal action, even in summary proceedings, until termination 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 nullified by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the petitioner withdraws the request or allows the procedure to expire, or if the petitioner's request is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the French Civil Code).

You are reminded that:

Notification made to one of the joint debtors in respect of legal proceedings 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 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 in respect of the other co-debtors, for the part owed by that heir.
- To interrupt the time limit period in its entirety in respect of the other co-debtors, all the heirs of the deceased debtor must be notified, or to all the heirs must be acknowledged as such (Article 2245 of the French Civil Code).
- Notification made to the principal debtor or their acknowledgment shall interrupt the time limit against the guarantor (Article 2246 of the Civil Code).

The time frames can also be interrupted by:

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

#### SETTLEMENT OF DISPUTES

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

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

#### **REGULATORY AUTHORITY**

The authority responsible for overseeing MUTUAIDE ASSISTANCE is l'Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9, FRANCE.