

# APPENDIX 1: INFORMATION NOTICE

**INFORMATION NOTICE FOR MULTI-RISK CONTRACT No. 5927****HOW TO CONTACT OUR ASSISTANCE DEPARTMENT  
MUTUAIDE ASSISTANCE**

8-14, avenue des Frères Lumière - 94368 BRY SUR MARNE CEDEX  
7 days/week – 24 hours/day

- **by telephone from France: 01.55.98.51.24**  
*(Call not surcharged, cost depends on operator, call may be recorded)*
- **by telephone from abroad: 33.1.55.98.51.24 preceded by the local prefix for access to the international network**  
*(Call not surcharged, cost depends on operator, call may be recorded)*
- **by fax: 01. 45.16.63.92**
- **by e-mail: [medical@mutuaide.fr](mailto:medical@mutuaide.fr)**

**To enable us to intervene under the best conditions, please remember to gather the following information that will be requested of you during your call:**

- Your contract number,
  - Your first and last name,
  - The address of your home,
  - The country, city or locality you are in at the time of the call,
  - Specify the exact address (number, street, hotel, if any, etc.),
  - The phone number where we can reach you,
  - The nature of your problem.
- 
- Your contract number,
  - Your last and first names,
  - Your home address,
  - The country, city or locality where you are located at the time of the call
  - provide the exact address (number, street, hotel, etc.),
  - The phone number where we can reach you,
  - The nature of your problem.

**On the first call, you will be given an assistance case number. Always provide it when you have any future contact with our Assistance Department.**

**HOW TO CONTACT OUR INSURANCE DEPARTMENT  
MUTUAIDE – Service Assurance**

TSA 20296 – 94368 BRY SUR MARNE CEDEX  
Monday to Friday from 9am to 6pm

- **By telephone from France: 01.55.98.51.25**  
*(Call not surcharged, cost depends on operator, call may be recorded)*
- **by telephone from abroad: 33.1.55.98.51.25 preceded by the local prefix for access to the international network**  
*(Call not surcharged, cost depends on operator, call may be recorded)*
- **by e-mail: [gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr)**

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

**CGH RESIDENCES & SPAS ET FILIALES ASSISTANCE CONTRACT No. 5927**

- Your contract number,
- Your last and first names,
- Your home address,
- The phone number where we can reach you,
- The reason for your declaration.

**On the first call, you will be given an insurance case number. Always provide it for any future contact with our Insurance Department.**

## TABLE OF BENEFITS

| INSURANCE GUARANTEES   | CEILING   |
|--|---|
| <p><b>1 / CANCELLATION OF SEASONAL RENTAL</b></p> <ul style="list-style-type: none"> <li>✓ <b>Cancellation for medical reasons</b> <ul style="list-style-type: none"> <li>- Illness, accident or death, lack of or excess snow (A1)</li> </ul> </li> <li>✓ <b>Cancellation for all causes except</b> <ul style="list-style-type: none"> <li>- <b>Random Events</b> (A2)</li> </ul> </li> </ul> <p><b>2 / LATE ARRIVAL (B)</b></p> <p><b>3 / COSTS OF INTERRUPTION OF STAY</b></p> <ul style="list-style-type: none"> <li>✓ <b>Reimbursement of unused land-based services</b><br/>Pro rata temporis (excluding transport) (C)</li> </ul> <p><b>4 / ACTIVITY INTERRUPTION COSTS (D)</b></p> <ul style="list-style-type: none"> <li>✓ <b>Reimbursement of unused services in the event of interruption of the practice of sports or leisure activities on a prorated basis (excluding transport) (D)</b></li> </ul> <p><b>5 / BROKEN SPORTS EQUIPMENT (E)</b></p> <p><b>8/ REFUND OF SKI CLOTHING FOLLOWING AN ACCIDENT (F)</b></p> <p><b>6 / LOSS-DAMAGE WAIVER FOR RENTAL CAR (G)</b></p> <p><b>7 / LIABILITY CIVIL LIFE PREVIOUS (numérotation à voir)</b></p> <ul style="list-style-type: none"> <li>✓ <b>Bodily injury (H1)</b></li> <li>✓ <b>Property damage and consecutive consequential losses</b> with a straight deductible of 80 € per claim (H2)</li> <li>✓ <b>Defence</b> before civil, commercial or administrative courts. Defence of civil interests before criminal courts (H3)</li> </ul> | <p>(A1) 15 000 € per rental without deductible</p> <p>(A2) Deductible of 10% of the amount of the fee charged to the renter with a minimum of 75 € per rental</p> <p>(B) Pro rata temporis with a max of 10 000 € / rental (max 3 days missed / deductible 1 day)</p> <p>(C) 15 000 € per rental</p> <p>(D) 500 € per person and 500 € per event</p> <p>(E) Participation per rental up to 150 € per person</p> <p>(F) 150 € per person without deductible</p> <p>(G) 1 000 € per occurrence, deductible 200 €</p> <p>(H1) 4 500 000 € per event</p> <p>(H2) 46 000 € per event</p> <p>(H3) Costs borne by the Insurer, unless the limit of cover in question is exceeded</p> |

| ASSISTANCE GUARANTEES  | CEILING   |
|--|---|
| <p><b>1 / REPATRIATION ASSISTANCE</b></p> <ul style="list-style-type: none"> <li>- <b>Repatriation or health transport (A)</b></li> <li>- <b>Repatriation of accompanying persons (B)</b></li> <li>- <b>Repatriation of children under age 18 (C)</b></li> <li>- <b>Visit from a loved one (D)</b></li> <li>- <b>Extended stay (E)</b></li> <li>- <b>Hotel charges (F)</b></li> <li>- <b>Medical expenses outside the country of residence (G)</b> <ul style="list-style-type: none"> <li>✓ Medium-long-haul (G1)</li> <li>✓ Deductible (G2)</li> <li>✓ Dental Care (G3)</li> </ul> </li> <li>- <b>Repatriation of remains</b> <ul style="list-style-type: none"> <li>✓ Repatriation of remains (H1)</li> <li>✓ Funeral expenses necessary for transport (H2)</li> </ul> </li> <li>- <b>Death formalities for 1 person (I)</b></li> <li>- <b>Early return of family members or an insured accompanying person (J)</b></li> <li>- <b>Legal assistance abroad</b> <ul style="list-style-type: none"> <li>✓ Advance of the bail bond (K1)</li> <li>✓ Payment of lawyer's fees (K2)</li> </ul> </li> <li>- <b>Expenses for search or rescue at sea or in mountains (L)</b></li> <li>- <b>Costs for rescue on trail (M)</b></li> <li>- <b>Transmission of urgent messages (N)</b></li> <li>- <b>Cash advance (only abroad) (O)</b></li> <li>- <b>Official Papers (P)</b></li> <li>- <b>Maximum per event for repatriation assistance</b></li> </ul> | <ul style="list-style-type: none"> <li>(A) Actual charges</li> <li>(B) Return transport ticket and taxi fees*</li> <li>(C) Round-trip transport ticket *</li> <li>(D) Round-trip ticket* +<br/>Hotel charges 100 € / night, Max 10 nights</li> <li>(E) Hotel charges 100 € / night, Max 10 nights</li> <li>(F) Hotel charges 80 € / night / Max 7 nights</li> <li>(G) 30 500 €<br/>(G1) 100 000 €<br/>(G2) 30 €<br/>(G3) 160 € without deductible</li> <li>(H1) Actual costs<br/>(H2) 2 500 € per person</li> <li>(I) Round-trip transport ticket *+ Hotel<br/>charges 80 € / night, Max 2 nights</li> <li>(J) Return transport ticket *</li> <li>(K1) 15 300 €<br/>(K2) 1 500 €</li> <li>(L) 2 500 € per person</li> <li>(M) Actual charges</li> <li>(N) Actual charges</li> <li>(O) 1 500 €</li> <li>(P) Shipping costs</li> <li>1 500 000 €</li> </ul> |

\* by train in 1st class or by airplane in economy class

**ARTICLE 1 – DEFINITIONS AND SCOPE****Us, the Insurer**

MUTUAIDE ASSISTANCE – 8/14 avenue des Frères Lumière – 94368 Bry-sur-Marne Cedex – S.A. with capital of 12,558,240 € fully paid up – Company governed by the Insurance Code RCS 383 974 086 Créteil – VAT FR 31 3 974 086 000 19.

For the guarantees of Civil Liability in Private Life and Individual Accident, for which the policy number is 35.806.460, the Insurer is TOKIO MARINE EUROPE SA (TOKIO MARINE HCC).

**Serious bodily injury**

Sudden alteration of health resulting from the sudden action of an external cause, unintentional on the part of the victim as determined by a competent medical authority, resulting in the issuance of a prescription for the taking of medicines 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 having been the subject of media coverage.

This “attack” must 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.

**Beneficiary**

An individual or group duly insured under this contract and designated, hereinafter, as "you". Beneficiaries include the following persons:

- natural persons and those accompanying them who have jointly booked a rental through the Subscriber that has subscribed this contract on their behalf and whose identity appears in the administrative documents of said rental.
- natural persons and those accompanying them who have jointly booked a vehicle rental and subscribed this contract on their behalf and whose identity is shown in the administrative documents for said vehicle rental.

Under penalty of invalidity, the Insured has the capacity of principal driver for the vehicle rental contract referred to in the certificate, has a valid driver's license and is, therefore, authorized to drive the rented vehicle, is at least 21 years of age, or at least 25 years of age for vehicles of 20 m<sup>3</sup> or of categories E or F, and less than 74 years of age and has held a valid driver's license for at least 2 years for the category of vehicle driven/rented.

Persons traveling with the principal driver appearing on the rental contract also have the status of insured under this contract.

**Injury**

A sudden alteration of health resulting from the sudden action of an external cause, not intended on the part of the victim, as determined by a competent medical authority.

**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 covered travel.

**Covered travel**

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

**Home**

Your principal and habitual place of residence appearing as your home on your income tax notice is considered to be your home. It is located: Worldwide.

For the assistance and insurance guarantees excluding civil liability in private life and individual accidents, home is considered the principal and usual place of residence in France, in the DOM-ROM COM and sui generis communities or in Europe. In the event of a dispute, the tax address is considered the home address.

For the guarantees of civil liability in private life and individual accidents, the home address must be located in mainland France or an Overseas Department.

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

Guadeloupe, Martinique, French Guiana, Reunion Island, 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 of the insurance contract and expires on the day of departure for your trip.
- The duration of validity of the other guarantees corresponds to the dates of stay indicated on the invoice issued by the travel organizer, with a maximum duration of 90 consecutive days.

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

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 covered travel.

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

Depending on the products purchased:

- ✓ Cancellation
- ✓ Missed departure
- ✓ Broken sports equipment
- ✓ Car Rental Franchise repurchase
- ✓ Interruption of stay
- ✓ Interruption of activities
- ✓ Civil Liability in Private Life
- ✓ Reimbursement of ski clothing following an accident

#### **Deductible**

The share of the loss left to the beneficiary under the contract in the event of compensation as a result of 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 of "Medium-haul".

#### **Illness**

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

#### **Serious illness**

Sudden and unpredictable 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.

#### **Maximum per event**

In the event that the guarantee is applied 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 provided under that cover regardless of the number of victims. As a result, compensation amounts 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 stepfather, stepmother, brothers, sisters, including the children of the spouse or partner of one of your direct ascendants, brother-in-law, sister-in-law, son-in-law, daughter-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 steps necessary to give you access to the service.

#### **We support**

We finance the service.

#### **Invalidity**



Any fraud, falsification, misrepresentation or false testimony which may trigger the guarantees provided for in the Contract shall result in the nullity of our commitments and forfeiture of the rights provided for in said agreement.

**Mediterranean countries**

Bosnia and Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

**Season**

Winter: Period from 1 November to 8 May

Summer: Period from 1 May to 30 September

**Stay**

A stay means any stay of the Insured for a maximum and non-renewable period of 90 consecutive days in a furnished vacation rental reserved by the Insured through the Subscriber.

The vacation rental reserved by the Insured must meet all of the following cumulative conditions

:

- the rented property must be located in continental France,
- the rented premises must be lodging in a built structure,
- the rented premises must not be the company housing of the owner,
- the rental must be granted temporarily for a vacation,
- the Insured must not be the owner, bare owner, usufructuary, tenant or occupant living freely at the rented premises.

**Claim**

A random event that triggers the guarantee of this contract.

**Territoriality**

The guarantees of this Contract shall take effect for any covered loss affecting the Insured and rented vehicle and occurring in Continental France.

**ARTICLE 2 – DESCRIPTION OF INSURANCE GUARANTEES****1/ CANCELLATION****1. WHAT WE GUARANTEE**

We refund deposits or any amount paid to the holiday rental organization and according to the conditions of reservation of the rental (**excluding administrative fees, taxes and insurance premiums**), when you are obliged to cancel your stay before departure.

**2. UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?**

We intervene for the reasons and circumstances listed below, excluding all others.

The "Cancellation of hire" guarantee is only acquired if the Insured subscribed the insurance contract when the rental was booked.

**It is expressly stated that the guarantee may only be applied to the extent that the following cumulative conditions are met:**

- **the rental reservation has been confirmed by the payment of a deposit or non-refundable deposit by the Insured**
- **the cancellation, at the initiative of the Insured, must be a result of occurrence, after subscription of the insurance, of one of the following events preventing his departure:**

**CANCELLATION FOR A MEDICAL REASON**

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

- **Serious illness, serious bodily injury or death, including the consequences, sequelae, complications or aggravation of an illness or accident, observed before you purchased your trip affecting:**

- 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 ascendants, relatives, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, father-in-law, mother-in-law,
- your designated professional replacement at the time of subscription,
- the person designated at the time of subscription of this contract, who is responsible, during your trip, for looking after 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.

**CANCELLATION EXCEPT**

The guarantee is also acquired, within the limit indicated in the Table of Benefits, for **any other random event constituting an immediate, real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. A random event means any sudden, unpredictable circumstance that's independent of the Insured's will, justifying cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

**THE AMOUNT OF THE GUARANTEE**

Under no circumstances may the compensation paid under this Contract exceed the price of travel declared at the time of subscription of this Contract and within the limits stated in the Table of Benefits.

We will refund you the amount of the cancellation fee charged according to the cancellation scale listed in the travel agency's general conditions.

Administrative fees of less than 50 euros, tips, visa fees and premiums paid for subscription of this contract are non-refundable.

### **WHEN MUST YOU DECLARE THE LOSS?**

#### **Two steps**

1/ Upon initial appearance of the illness or upon awareness of the event triggering the guarantee, 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 shown in the travel agency's special conditions of sale.**

2/ In addition, you must report the loss to MUTUAIDE – Service Assurance, within five working days of the event triggering the guarantee.

### **WHAT ARE YOUR OBLIGATIONS IN CASE OF A CLAIM?**

#### **Your written claim must be accompanied by:**

- in the event of an illness or accident, a medical certificate and/or an administrative hospitalization bulletin specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and a record of civil status,
- in other cases, any item justifying the reason for your cancellation.

**You will need to provide MUTUAIDE – Service Assurance with the medical documents and information necessary for investigation of your case, using the pre-printed "Service Médical" envelope, 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 will need to have them sent to you by your doctor and then forward them, using the aforementioned pre-printed envelope, 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 for medications, tests or examinations and any documentation justifying their issuance or execution, including treatment forms bearing, for the medications prescribed, a copy of the corresponding labels.
- ✓ breakdowns from Social Security or similar bodies relating to the reimbursement of treatment costs and the payment of daily benefits,
- ✓ the original of the paid invoice for the debit that you must 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, if applicable, of the 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 object to it without legitimate cause, you will lose your entitlement to benefits.**

**ABSENCE OF OR EXCESS SNOW**

This guarantee will only be taken into consideration following the release of a snow cover report by an organisation certified to issue this report (<http://www.france-montagnes.com>), concerning the resort itself, if it receives such reports, or else concerning the nearest resort.

It will be established that there is lack of snow or excess snow in the winter sports resort of the place of rental, regardless of its altitude or the altitude of the ski area where the sports activities are located:

- When it causes the closure or non-opening of more than 2/3 of the slopes normally in service in the ski area in which residence CGH is located, for 2 consecutive days, within the 5 days preceding your departure;
- Or if access to the ski area can only be gained by slopes of a difficulty that would not be practicable for a skier exercising this sport for the first time;
- Cancellation at least 5 days before the start of the stay and up to 18 hours the day before the start of the stay.

**CAUTION: This guarantee only applies between 15 December and 15 April of the following year.**

**WHAT WE EXCLUDE**

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

Other than 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 only a mere inconvenience,
- ◆ Forgotten vaccination,
- ◆ The failure of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- ◆ 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 subscription of this Contract,
- ◆ The consequences of criminal proceedings in which you are involved,
- ◆ Any other event that occurred between the date of the insurance contract and the date of departure of your trip
- ◆ Any event between the date of reserving the trip and the date of subscription of the insurance contract.
- ◆ The absence of hazard,
- ◆ An act that is intentional and/or punishable by the Law, the consequences of alcoholic states and the use of drugs, any narcotic substance referred to in the Public Health Code, drugs and treatments not prescribed by a physician,
- ◆ Travel to a geographical destination that is not recommended by the French Ministry of Foreign Affairs,
- ◆ Any event which could be the responsibility of the travel agency under the current Tourism Code,
- ◆ Failure, regardless of the reason, to present documents that are essential for the stay, such as passport, identification card, visa, transport tickets, vaccination record, except in the event of theft, within 48 hours of departure, of the passport or identification card.



**2/ LATE ARRIVAL**

An event that is unpredictable, unavoidable and independent event of the will of the Insured occurs on the trip between the Insured's home and the place of stay and the Insured cannot be present on the planned start date of the covered stay, we will pay you up to the amount shown in the table of benefits.

In no event shall the amount be greater than the cost of cancellation of the trip.

**This guarantee is granted provided that you have left sufficient time to travel to the place of stay.**

**2. DEDUCTIBLE**

In all cases, we will indemnify you subject to deduction of a deductible amount specified in the Table of Benefits.

**3/ COSTS OF INTERRUPTION OF STAY**

Following your medical repatriation organized by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you on a prorated basis, as well as the members of your family or a person accompanying you and covered under this contract, the expenses already paid for the stay and not used (transport not included) pro rata temporis, from the night following the event resulting in medical repatriation or hospitalization on site.

Similarly, if a member of your family who is not participating in the trip has a serious illness, serious bodily injury or death and, as a result, you must interrupt your stay and we are repatriating you, we will refund you on a prorated basis, as well as the members of your family or a person accompanying you, the expenses already paid for the stay and unused (transport not included) from the night following the date of early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage, or damage caused by the forces of nature at your professional or private premises, and requiring your presence to take the necessary protective measures. We will refund you on a prorated basis, as well as the members of your family or a person accompanying you, the expenses for the stay already paid and unused (transport not included) from the night following the date of early return.

**This guarantee cannot be combined with the "Travel of Compensation" guarantee.**

**WHAT WE EXCLUDE**

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

- ◆ Transport ticket refund requests,
- ◆ Claims for benefits not listed on the travel registration form and, therefore, not covered (even if these benefits are purchased from the local representative of the on-site organizer),
- ◆ Interruptions of stay for which the causal event was known prior to departure on the trip.

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

You must report your claim to MUTUAIDE – Service Assurance within five working days of becoming aware of it, except in case of unforeseen circumstances or force majeure. After that time, if we endure harm because of late declaration, you lose any right to compensation.

You will have to send us all the documents necessary to establish the case and, thus, prove the validity and the amount of the claim.

In all cases, you will need to provide:

- the originals of the detailed invoices of the tour operator showing the land-based services and the transport services,
- the travel registration invoice or the registration form of the agency,
- the certificate or supporting document of the Assister confirming the date of early repatriation or return and the reason for it,
- Any other document that we deem necessary for investigation of the case.

**Unless our medical advisor receives the medical information necessary for investigation, the case cannot be settled.**

#### **4/ COSTS OF INTERRUPTION OF SPORTS OR LEISURE ACTIVITIES**

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

We will reimburse you on a prorated basis for the cost of a sports or leisure activities package already paid for and not used (**transport not included**) when you have to interrupt the practice of these activities for one of the following reasons:

- If, following your medical repatriation organized by us, by another assistance company or if early return is carried out by your own means, you must prove the validity of your request by producing supporting documents attesting to the occurrence of an event requiring you to interrupt your stay;
- Sports accident prohibiting, according to a medical doctor, the practice of the activity, with presentation of a detailed medical certificate;
- Absence of or excess snow when it occurs in a ski area located at an altitude of more than 1 200 meters, for any departure between the 3<sup>rd</sup> Saturday of December and the 2<sup>nd</sup> Saturday of April, and resulting in the closure of more than 2/3 of the lifts normally in service at the site of your stay for at least 2 consecutive days during your stay;
- Exceptional climatic event: Storm, hurricane or cyclone preventing you from practicing the activity planned during the stay provided that the interruption exceeds 3 consecutive days.

**Special case of Mountain Skiing: The ski lift, ski lessons and equipment rental packages paid for by you during your stay are one and the same activity package.**

##### **2. WHAT WE COMPENSATE**

The compensation is:

- Proportional to the number of unused days of your sports or leisure package;
- Due from the day following total cessation of the covered activities;
- Calculated on the total price per person of the package of activities, supported by original invoices, **up to the ceiling indicated in the Table of Benefits.**

Administrative fees, fees for a visa, insurance and tips will be deducted from the compensation, as will any refunds or compensation granted by the organization from which you purchased your activity package.

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

You must report your claim to MUTUAIDE – Service Assurance within five working days of becoming aware of it, except in case of unforeseen circumstances or force majeure. After that time, if we incur losses because of the late declaration, you lose any right to compensation.

You will have to send us all the documents necessary to establish the case and, thus, prove the validity and the amount of the claim.

In all cases, you will need to provide:

- the originals of the detailed invoices of the tour operator showing the land-based services and the transport services,
- the travel registration invoice or the registration form of the agency,
- any other document that we deem necessary for investigation of the case.

**Unless our medical advisor receives the medical information necessary for investigation, the case cannot be settled.**

#### **5/ BROKEN SPORTS EQUIPMENT**

In case of breakage of your personal sports equipment (skiing, snowboarding, windsurfing, surfboard, bicycles of all kinds) we will refund the cost of renting equivalent replacement sports equipment up **to the amount indicated in the Table of Benefits**.

This refund will be made upon presentation of the original invoice for the purchase of your personal sports equipment, as well as the rental invoice for the replacement equipment.

#### **6/ REFUND OF SKI CLOTHING FOLLOWING AN ACCIDENT**

##### **1. NATURE OF GUARANTEE AND EXTENT OF COVERAGE**

The purpose of the guarantee is to cover any damage to your clothing in the event of a winter sports accident triggering the assistance guarantee.

##### **2. EFFECT AND DURATION OF THE GUARANTEE**

The guarantee takes effect throughout your stay in a CGH residence

##### **3. CONDITIONS FOR APPLICATION OF THE GUARANTEE**

As soon as the beneficiary becomes aware of it and under penalty of forfeiture, the beneficiary has an obligation to:

- Provide a sworn declaration in writing within **5 working days** from the date of occurrence of the event;
- Send the Insurer the damaged product, along with the original purchase receipt for the product;
- Provide the reference of the assistance case opened by the Insurer following the accident that caused the clothing damage.



You will be compensated on the basis of the purchase value of the damaged clothing net of the depreciation defined below and within the maximum amount shown in the Table of Benefits.

- Rate of depreciation: 30% deduction applied in the year following purchase, 10% each additional year

#### 4. EXCLUSIONS

The following are not covered by this contract:

- Losses engaging the liability of a third party or resulting from intentional or wilful misconduct of the Insured or a third party, such as cuts from a blade or marks from a felt pen;
- Consumable items (laces, closures, Velcro and similar items) and replacement of them;
- Soles, upper edges of soles;
- Socks, tights, stockings and knee-highs;
- Wear and tear;
- Damage related to the manufacturer's guarantee (including fraying, peeling of the sole) and damage resulting from defects in conformity within the meaning of Article L-217-4 of the Consumer Code;
- Stains on the white parts of shoes
- Stains on shoes for which use is exclusively reserved for the practice of sport;
- Damage arising from hidden defects within the meaning of Article 1641 of the Civil Code.

### 7/ LOSS-DAMAGE WAIVER FOR RENTAL CAR

#### 1. DEFINITIONS SPECIFIC TO THE GUARANTEE

- **Vehicle Rental Agreement:** Means the short-term car rental agreement signed by the insured principal driver, vehicle identified in the certificate. The contract must include the amount of the deductible.
- **Certificate:** The document given to the beneficiary to explain his rights and obligations and to confirm enrolment under this policy.
- **Accidental damage:** An event resulting from a violent, sudden, external and unforeseeable cause which was beyond the control of the Insured, which causes damage to the insured vehicle, as specified in the certificate
- **Deductible:** Refers to the mandatory minimum portion of the damage left as the responsibility of the beneficiary in settlement of the loss within the limit of the amount specified in the rental contract
- **Fire:** Combustion with flames outside a normal hearth.
- **Renter:** Means any natural person or legal entity that rents a vehicle from a car leasing company as described in the Special Terms of the Vehicle Rental Contract.
- **Time limit:** The period beyond which no claim is admissible.
- **Loss:** The harmful consequences of an event resulting in application of these guarantees subscribed when renting a rental car. All damage from the same root cause is deemed a single event.
- **Third Party:** Any natural person or legal entity, excluding:
  - the person covered by this agreement,
  - members of his family,
- **Vehicle/ Rental car:** Means any motorised land vehicle that carries passengers, weighing less than 3.5T, of maximum category F, rented under a short-term car rental agreement, without a driver, on a daily or weekly basis, with an approved car rental agency.



- **Vehicle theft/theft:** Fraudulent removal of the vehicle of another as defined in Article 311-1 of the French Penal Code, involving the vehicle mentioned in the vehicle rental contract and identified in the certificate. The theft must be the subject of a complaint to the competent authorities (police or gendarmerie).

## 2. EFFECT AND DURATION OF THE CONTRACT

The purpose of this contract is to cover the Insured for reimbursement of the deductible remaining as his responsibility, as specified by the vehicle rental contract as defined in Article 1, in the event of accidental damage resulting from an accident with an identified third party, theft, act of vandalism or fire (as defined in Article 1) and occurring:

- during the term of your CGH rental,
  - during the trip between your home and the place of stay or during the return trip,
- within the limit of the guarantee ceilings stated herein and subject to the stipulated terms and exclusions. This guarantee is acquired from the day before the start of the rental until the day after the end of your rental.

## 3. GUARANTEE CONDITIONS

The guarantee is subject to:

- rental of the motorised land vehicle from an authorized rental agency in Continental France.
- payment of the deductible specified in the vehicle rental contract by the Insured, in case of a claim;
- all insured persons holding a valid driver's license or an internationally recognized license that is valid for the duration of rental of the motorised land vehicle.

## 4. DUE TO STATUTORY PROVISIONS, COVER OF THE DEDUCTIBLE INCURRED BY THE INSURED IS EXTENDED TO:

- **Reimbursement of the deductible – guarantee for effects of wind due to storms, hurricanes, cyclones.** This contract, in accordance with Article L 122-7 of the Insurance Code, guarantees reimbursement of the deductible paid by the Insured in the event of property damage to insured property located in FRANCE resulting from the effects of wind due to storms, hurricanes or cyclones.

- **Reimbursement of deductible – guarantee for terrorist attacks and acts of terrorism.** This contract, in accordance with Article L 126-2 of the Insurance Code, guarantees reimbursement of the deductible paid by the Insured in the event of property damage affecting insured property located in FRANCE and resulting from an act of terrorism.

- **Reimbursement of deductible - guarantee for technological disasters.** In accordance with Article L 128-2 of the Insurance Code, this contract, provided that it is subscribed by a natural person outside of his or her professional activity, guarantees reimbursement of the deductible paid by the Insured in the event of damage to the body of insured, land-based, motorised vehicles located in FRANCE resulting from a technological disaster.

## 5. EXCLUSIONS

Exclusions from this guarantee include:

- **Bodily injury and illness.**
- **Driving under the influence of alcohol (blood alcohol levels above 0.5 g/ litre), the use of drugs or the use of medicines (other than medicines taken as part of a prescribed and controlled treatment by a doctor registered with a Medical Board, excluding treatment for drug abuse) for which the operation of any vehicle is prohibited.**
- **The consequences of unnecessary exposure or danger to the life of the Insured or others (except in an attempt to save a human life).**

- Any loss, destruction or damage or any resulting liability, loss or expense caused directly or indirectly by, (A) any nuclear fuel, radioactive product or waste or other source of ionising radiation, (B) radioactive, toxic, explosive or otherwise dangerous properties of any explosive nuclear product or any nuclear component of such products, or (C) weapons or devices intended to explode by modification of the structure of the nucleus of an atom.
- Loss, theft or damage resulting directly or indirectly from a foreign war, invasion, hostility of foreign enemies (whether or not the war is declared), civil war, rebellion, revolution, insurrection, attack or act of terrorism (except for property and bodies of motorised land vehicles located in FRANCE), a military takeover, confiscation, nationalization, requisition, destruction or damage of property upon orders from the government or a national or local public authority.
- Damage or loss resulting from a natural disaster.
- Damage or losses resulting from the effects of wind due to storms, hurricanes and cyclones (except for motorised land vehicles located in FRANCE).
- Damage and loss resulting from technological disasters (except, when the insurance contract is subscribed by a natural person outside his or her professional activity, for motorised land vehicles located in FRANCE).
- Consequences of fraudulent, dishonest or criminal acts or contrary to French law committed by the Insured or his accomplice(s).
- Damage, loss and theft resulting from use of the vehicle in violation of the terms of the rental agreement.
- The costs and expenses incurred by the rental agency or its insurers.
- Costs and expenses reimbursed by the Insured's employer or the Insured's insurer.
- Vehicles that are not rental vehicles.
- Motor-less vehicles as well as marine, river or air vehicles.
- "Expensive or exotic" vehicles that are not considered conventional and current rental vehicles, old vehicles that are over 20 years old or no longer manufactured for 10 years or more.
- Wear and tear, gradual deterioration due to the action of insects or vermin, or resulting from a hidden defect or hidden damage and their consequences.
- The consequences of smuggling or illegal trade.
- Damage, loss or theft that occurs when the vehicle is driven by a person who is not designated on the rental agreement.
- Damage, loss or theft that occurs when the vehicle is driven by a person under age 21 or over age 74.
- Damage, loss and theft off public roads.
- Damage, loss and theft outside of the lease performance period.
- The pecuniary consequences of civil liability.

## 6. GUARANTEE LIMITS

The "deductible refund" guarantee is, therefore, valid during the period of the stay, as defined in Article 2, for deductibles reimbursed to the renter by the Insured within a limit of 1 000 € per claim.

In addition, a straight deductible of 200 € per claim will be applied for passenger vehicles.

## 7. CLAIM DECLARATION

You must immediately notify the seasonal rental organization and notify us within 5 working days of the event triggering the guarantee.

You must provide us with the following supporting documents:

- The number of your insurance policy (if you do not have it, you can request it from the rental agency).

- Copy of the signed rental contract (1/2 way)
- Copy of receipt for payment of the deductible (if separate from rental contract)
- If police are to be notified about the incident, we ask that you provide a copy of the Police Report.
- Copy of the rental company's incoming-outgoing condition report.
- Invoices / receipts / other documents confirming the amount you paid due to the accident / damage / loss, etc. for which the Rental Company holds you responsible.
- Copy of driver's license of the driver of the rental vehicle involved in the accident.
- Repair invoices
- Copy of the amicable accident report
- Copy of the adjuster's report, if applicable
- Copy of the Insurer's acceptance to cover the damage

#### **8. TRANSFERABILITY**

The guarantee is acquired for the named insured and is not transferable.

#### **9. TERRITORY**

The guarantees of this contract shall take effect for any covered loss affecting the vehicle insured and rented and occurring in Continental France.

### **8/ CIVIL LIABILITY IN PRIVATE LIFE**

#### **SPECIFIC DEFINITIONS**

##### **Insured**

Insureds for the "Civil Liability in Private Life" guarantee are persons domiciled in mainland France or an Overseas Department and who have subscribed to this policy through a tour operator or travel agency.

##### **Home**

For the "Civil Liability in Private Life" guarantee, the domicile of the Insured must be located in mainland France or an Overseas Department.

##### **Personal injury**

Any bodily harm suffered by an individual and the resulting harm.

##### **Property damage**

Any deterioration or destruction of a thing or substance. Any physical harm to an animal.

##### **Consecutive consequential losses**

Any pecuniary loss resulting from the deprivation of full or partial enjoyment of property or a right, loss of profit, loss of clientele, interruption of service or activities, and which is the direct consequence of covered bodily injury or property damage.

##### **Harmful event**

The act that is the cause of the harm.

##### **Straight deductible**

The amount (or percentage) that remains, in any event, the responsibility of the Insured in the amount of the indemnity due by the Insurer. The deductible applies per claim, regardless of the number of victims. Deductibles expressed as a percentage apply to the amount of the indemnity due by the Insurer.

**Accidental pollution**

Emission, dispersion, release or deposit of any solid, liquid or gaseous substance released by the atmosphere, soil or water, resulting from a sudden and unexpected event and not occurring slowly, gradually or progressively.

**Claim**

Any request for compensation through amicable or judicial means, made by the victim of a loss or his beneficiaries and sent to the Insured or the Insurer.

**Civil Liability**

A legal obligation which is incumbent upon any person to repair the damage he has caused to others.

**Loss**

Any damage or combination of harmful events caused to third parties, engaging in the liability of the Insured, resulting from a harmful event and resulting in one or more claims. The harmful event is the one which causes the damage.

A set of harmful events having the same technical cause is treated as a single harmful event.

**Third Party**

Any person other than the Insured.

**Motorised land vehicle**

A machine that moves on the ground (i.e., other than in air or on water), without being linked to a railway, self-propelled (powered by its own driving force) and which is used for the transport of persons (even if it is the driver only) or things.

**PURPOSE OF THE GUARANTEE**

The Insurer guarantees the Insured against the pecuniary consequences of civil liability which may be incumbent upon the Insured as a result of consequential bodily injury, property damage and consecutive consequential losses caused to third parties in the course of his private life. Private life means any activity of a non-professional nature.

**DEFENCE**

The Insurer shall assume the defence of the Insured under the conditions referred to in Article 34, paragraph 1.

**WHAT WE EXCLUDE**

The following are excluded:

- ◆ The consequences of the Insured's wilful misconduct.
- ◆ Damage caused by declared or undeclared civil or foreign war, riots or popular movements, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other cataclysms.
- ◆ Damage rendered inescapable by a voluntary act of the Insured and which causes the insurance contract to lose its nature as a random contract covering uncertain events (Article 1964 of the Civil Code).
- ◆ Fines and any other criminal penalty imposed personally on the Insured.
- ◆ Damage or worsening of damage caused:
  - by weapons or devices intended to explode by modification of the structure of an atomic nucleus,
  - by any nuclear fuel, radioactive product or waste,
  - by any source of ionising radiation (in particular any radioisotope).
- ◆ The consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the Insured, the research, destruction or neutralization of asbestos or lead, or the use of products containing asbestos or lead.

- ◆ The consequences of contractual commitments accepted by the Insured which have the effect of aggravating the liability which would have been incurred by the Insured in the absence of such commitments.
- ◆ In the United States of America and Canada:
  - punitive damages or exemplary damages),
  - damages for pollution.
- ◆ Damage of the nature of that referred to in Article L. 211-1 of the Insurance Code on the obligation to insure motor vehicles and caused by motorised land vehicles, their trailers or semi-trailers of which the Insured has ownership, custody or use (including due to or resulting from the fall of accessories and products serving for use of the vehicle, and the objects and substances that it carries).
- ◆ Property damage and consequential losses caused by fire, explosion or water damage that have originated in buildings owned, leased or occupied by the Insured.
- ◆ Theft committed in the buildings mentioned in the preceding exclusion.
- ◆ Property damage (other than that covered by the two preceding exclusions) and consecutive consequential losses caused to property for which the responsible Insured has custody, use or storage.
- ◆ The consequences of air, sea, river or lake navigation by means of aircraft owned, kept or used by the Insured.
- ◆ Damage caused by weapons and their ammunition, for which possession is prohibited and which the Insured possesses or holds without prefectural authorisation.
- ◆ Damage which is the subject of a legal obligation of insurance and resulting from the practice of hunting.
- ◆ Damage caused by non-domestic animals.
- ◆ Damage caused by first-class (attack dogs) and second-class (guard and defence dogs) dogs, as defined in Article 211-1 of the Rural Code, and by wild animals tamed or held in captivity, as referred to in Article 212-1 of the Rural Code, whether stray or not, of which the Insured is the owner or guardian (law no. 99-5 of 6 January 1999 concerning dangerous and stray animals and the protection of animals).
- ◆ The consequences:
  - of organizing sports competitions;
  - of practicing sports as a licensee of a sports federation;
  - of practicing air or water sports.

*It is stated that for all claims arising in the USA or CANADA, the costs of assessment, counsel, court and trial fees are included in the amount of the guarantees and subject to the application of the deductible.*

#### **GUARANTEE PERIOD**

The cover under this contract is triggered by the harmful event and covers the Insured against the pecuniary consequences of claims, provided that the harmful event occurs between the effective date of the cover and the date of termination or expiration of the cover, regardless of the date of the other elements of the claim (article L. 124-5 of the Insurance Code).

#### **AMOUNT OF GUARANTEES**

The limits of cover expressed per claim are the limit of the Insurer's commitment for all claims related to the same harmful event. The date of the loss is the date of the harmful event. The terms and limits of cover are those in effect on that date. The amount of the guarantee is set as defined in the Table of Benefits.

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

You should contact:

MUTUAIDE – SERVICE ASSURANCE



**TSA 20296 - 94368 BRY SUR MARNE CEDEX**

**ARTICLE 3 – DESCRIPTION OF GUARANTEES OF ASSISTANCE TO PERSONS**

You are sick, injured, or die on a covered trip. We intervene under the following conditions:

**REPATRIATION OR HEALTH TRANSPORT:**

You are sick or injured on a covered trip. We organize and take care of your repatriation to your home or to a hospital near you.

Only medical necessity is taken into consideration when deciding on the date of repatriation, the choice of means of transport or the place of hospitalization.

The decision to repatriate is made by our medical advisor, after consulting with the occasional attending physician and possibly the family physician.

During your repatriation, and upon the prescription of our consulting physician, we organize and cover the transport of a companion to be by your side.

**Any refusal of the solution proposed by our medical team will result in cancellation of the guarantee of assistance to persons.**

**REPATRIATION OF ACCOMPANYING PERSONS**

You are repatriated medically, or you die on a covered trip.

We organize and cover, if they cannot return by the means initially provided, the transport home of the beneficiary members of your family or of an insured person accompanying you during the event, by 1<sup>st</sup> class train ticket or by airplane in economy class.

**REPATRIATION OF CHILDREN UNDER AGE 18**

If you are sick or injured and no one is able to care for your children under 18 years of age, we organize and cover the round-trip travel by 1<sup>st</sup> class train ticket or by airplane in economy class, of a person of your choice or of one of our hostesses to bring them back to your home or to the home of a member of your family.

**VISIT OF A LOVED ONE**

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 5 days. We organize and cover the round-trip transport by train in 1<sup>st</sup> class or by airplane in economy class, of a member of your family residing in the same country as you, as well as his/her living expenses (room, breakfast) to come to your bedside.

Our benefit will be paid up to the amount indicated in the Table of Benefits.

**Catering or other expenses shall in all cases remain the responsibility of this person.**

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



### **EXTENDED STAY**

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

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

Only medical necessity is taken into account in granting this guarantee.

**Catering or other expenses shall in all cases remain the responsibility of this person.**

**This guarantee cannot be combined with the "Visit of a loved one" guarantee.**

### **HOTEL EXPENSES**

If you are required to extend your stay for proven medical reasons, without hospitalization and after agreement of the medical advisor, we organize and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured companion, up to the amount shown in the Table of Benefits.

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

Where medical expenses have been incurred with our prior approval, we will reimburse you for the portion of those expenses that have not been covered by any insurance organizations with which you are affiliated.

We only intervene once the reimbursements are made by the above insurance bodies, net of a deductible amount indicated in the Table of Benefits, and subject to receiving the original documentary evidence of reimbursement from your insurance organization.

This reimbursement will cover the costs indicated below, provided they relate to care received by you outside your home country as a result of illness or accident outside your home country.

In this case, we will reimburse the amount of expenses incurred up to the maximum amount shown in the Table of Benefits.

In the event that the insurance organization in which you are enrolled will not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, provided that you submit the original invoices for medical expenses and the certificate of refusal of cover from the insurance organization.

**This benefit ceases from the day we are able to complete your repatriation.**

Nature of fees eligible for reimbursement (subject to prior agreement):

- medical fees,
- charges for medications prescribed by a doctor or surgeon,
- charges for an ambulance prescribed by a doctor for transport to the nearest hospital and only in the event of a refusal of cover by the insurance organizations,



- Hospitalization costs provided that you are deemed unfit for transport by decision of the medical staff, taken after collection of information from the local doctor (hospitalization costs incurred from the day we are able to complete your repatriation are not covered),
- Emergency dental expenses (capped at the amount shown in the Table of Benefits, without application of a deductible).

#### **EXTENSION OF SERVICE: ADVANCE OF HOSPITALIZATION EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)**

We may, subject to the above benefit amounts, make advance payment of the hospital charges you must incur outside your home country, subject to the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- You or any person authorized by you must formally agree to sign a specific document provided by MUTUAIDE ASSISTANCE when implementing this service:
  - to initiate the procedures for cover of expenses with the insurance organizations within 15 days of the date of submission of the necessary items by MUTUAIDE ASSISTANCE,
  - to reimburse MUTUAIDE ASSISTANCE with the sums collected in this respect from the insurance organizations within one week of receipt of these sums.

We will only pay, and within the limit of the amount specified for the "Medical Expenses" benefit, expenses not covered by the insurance agencies. You will be required to provide us with proof of refusal of cover from these insurance organizations within one week of receipt.

**In order to preserve our future rights, we reserve the right to ask you or your beneficiaries for a letter of commitment by which you agree to undertake the necessary steps with the social welfare organizations and to reimburse us for the amounts collected.**

**In the absence of having taken the necessary steps with the insurance organizations within the allotted timeframe, or in the absence of presenting proof of refusal of cover from these insurance organizations to MUTUAIDE ASSISTANCE within the allotted time, you will not be able to avail yourself of the "medical expenses" benefit and will be required to reimburse the full costs of hospitalization advanced by MUTUAIDE ASSISTANCE, which will, if necessary, undertake any useful recovery procedure, the cost of which will be your responsibility.**

#### **REPATRIATION OF REMAINS**

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

In this context, we cover:

- ✓ The costs of transporting the remains,
- ✓ Conservation care charges imposed by applicable law,
- ✓ The costs directly required for transporting the remains (handling, transport-specific arrangements, preparation) up to the amount indicated in the Table of Benefits.

### **DEATH FORMALITIES**

If the presence on site of a family member or relative of the deceased is essential for the recognition of the body and for the formalities of repatriation or incineration, we organize and cover a round-trip ticket by train in 1<sup>st</sup> class or by airplane in economy class, as well as the expenses for the stay (room and breakfast) incurred on behalf of this person up to the amount indicated in the Table of Benefits.

**All other expenses remain the responsibility of the family of the deceased.**

### **EARLY RETURN**

If you have to stop your trip prematurely in the cases listed below, we will pay for your additional transport costs and those of the beneficiary members of your family or of a person insured under this contract accompanying you, if the tickets provided for your return and theirs cannot be used as a result of this event, on the basis of a 1<sup>st</sup> class train ticket or economy class airline ticket.

We intervene in the event of:

- hospitalization of a member of your family, a person in charge of the care of your minor child and/or a disabled person staying in your home or your professional replacement.
- death of a member of your family, a person in charge of the care of your minor child and/or a disabled person staying at home, your professional replacement,
- serious damage affecting your principal residence in your country of residence.

### **LEGAL ASSISTANCE ABROAD**

When traveling outside your home country, you are the subject of legal prosecution, incarceration for non-compliance or involuntary violation of local laws and regulations.

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

The refund of this advance must be made within one month of submission of our request for reimbursement. If the bail bond is returned to you by the authorities of the country before this time, it must be returned to us immediately.

We may reimburse you, up to the amount indicated in the Table of Benefits, for the fees of legal representatives upon whom you may be required to call if action is taken against you, provided that the charges against you are not subject to criminal sanctions according to the legislation of the country.

**This guarantee does not apply for acts relating to your business or the custody of a motorised land vehicle.**

### **SEARCH AND RESCUE COSTS AT SEA AND IN THE MOUNTAINS**

We cover the costs of search and rescue at sea or in the mountains (including off-trail skiing) **up to the amount indicated in the Table of Benefits.**

Only costs charged by a company duly authorized for these activities can be reimbursed.  
**Under no circumstances can we replace local emergency relief agencies.**

### **EXPENSES FOR RESCUE ON MARKED TRAIL**

If you have an accident during the practice of skiing on a marked trail, we will cover the cost of rescue from the place of the accident to the nearest treatment centre without limitation of amount.

Only costs charged by a company duly authorized for these activities can be reimbursed. Under no circumstances can we replace local emergency rescue organizations.

### **TRANSMISSION OF URGENT MESSAGES**

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

Messages sent cannot be of a grave or delicate nature. Messages remain the responsibility of their authors, who must be able to be identified, and commit only them. We play only the role of intermediary for their transmission.

### **CASH ADVANCE (only abroad)**

During covered travel outside your home country, your means of payment or your official documents (passports, national identification card, etc.) were lost or stolen.

Upon a simple call to our service, we inform you about the steps to be carried out (filing of complaints, renewal of papers...).

The information provided shall be information of a documentary nature covered by Article 66.1 of the amended law of 31 December 1971. It does not constitute a legal consultation.

Subject to a certificate of theft or loss issued by the local authorities, we may give you a cash advance up to the amount indicated in the Table of Benefits, against a debt recognition given to MUTUAIDE ASSISTANCE.

This advance is refundable to MUTUAIDE ASSISTANCE within 30 days after the funds are made available.

**In the absence of payment, we reserve the right to engage in any useful collection proceedings.**

### **OFFICIAL PAPERS**

During a covered trip, your official documents were lost or stolen.

If doubles or duplicates of your official documents can be sent to you from your country of residence by a person of your choice, we can refund the costs of sending these documents upon presentation of the original documentation of the costs for sending them and proof of loss or theft of these documents.

**ARTICLE 4 - EXCLUSIONS FROM ASSISTANCE TO PERSONS**

We do not cover the following:

- ◆ Trips undertaken for diagnostic and/or treatment purposes,
- ◆ Medical and hospitalization costs in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the beneficiary,
- ◆ Benign conditions or injuries which can be treated on site and/or which do not prevent the beneficiary from continuing the trip,
- ◆ The condition of pregnancy status, unless there is an unpredictable complication and, in all cases, the condition of pregnancy beyond the 36<sup>th</sup> week, voluntary termination of pregnancy, follow-up of childbirth,
- ◆ Convalescences and conditions in the course of treatment, not yet consolidated and involving a risk of sudden aggravation,
- ◆ Previously observed illnesses that have resulted in hospitalization within 6 months of the date of departure for the trip,
- ◆ Events related to medical treatment or surgery that are not unexpected, incidental or accidental,
- ◆ Prosthetic costs: Optical, dental, hearing, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context that are the subject of quarantine or specific preventive measures or surveillance by the international and/or local health authorities of the country where you are staying and/or the national authorities of your country of origin.
- ◆ The costs of thermal treatment, aesthetic treatment, vaccination and related costs,
- ◆ Stays in rest homes and the related expenses,
- ◆ Re-education, physical therapy, chiropractic care and related costs,
- ◆ Anticipated hospitalizations.

**ARTICLE 5 - GENERAL EXCLUSIONS**

We do not cover the following:

- ◆ 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 a refund or compensation,
- ◆ Hotel restaurant fees, except those specified in the text of the guarantees,
- ◆ Damage intentionally caused by the Beneficiary 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 drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competition sport or rally giving 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 expiry 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, high-mountain climbing, 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 authorised by the local authorities,
- ◆ Official prohibitions, seizures or restraints by law enforcement,
- ◆ Use by the beneficiary of air navigation apparatus,
- ◆ The use of war machines, explosives and firearms,
- ◆ Damage resulting from intentional or wilful misconduct by the beneficiary in accordance with Article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemic, pollution, natural disaster,
- ◆ Restrictions on the free movement of persons and goods
- ◆ 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.

MUTUAIDE ASSISTANCE's liability 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, disintegration of an atomic nucleus, explosion of machinery and radioactive nuclear effects, epidemic, effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstances or force majeure, as well as their consequences.

#### ARTICLE 6 – RULES OF FUNCTIONING OF ASSISTANCE SERVICES

Only the telephone call of the beneficiary 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 applicant, organizes and covers the services provided for in this Agreement.

In order to receive a benefit, MUTUAIDE ASSISTANCE may ask the beneficiary to justify the capacity he invokes and to produce, at his expense, the documents proving this right.

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

**Under no circumstances may MUTUAIDE ASSISTANCE replace local emergency relief agencies and shall intervene within the limits of approval given by the local authorities, nor shall it cover the costs thus incurred, with the exception of the cost of ambulance or taxi transport to the nearest place where appropriate care may 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 carry out are carried out in full respect of national and international laws and regulations. They are, therefore, linked to obtaining the necessary authorizations by the competent authorities.

When MUTUAIDE ASSISTANCE has covered the transport of a beneficiary, the beneficiary must return his original unused return ticket.

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

#### ARTICLE 7 – CONDITIONS FOR REIMBURSEMENT

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

Claims should be sent to:

**MUTUAIDE ASSISTANCE**  
**Service Gestion des Sinistres**  
**8-14, Avenue des Frères Lumière**  
**94368 BRY SUR MARNE CEDEX**

#### ARTICLE 8 – HANDLING OF COMPLAINTS

1. If there is any disagreement or dissatisfaction with the implementation of your contract, please let MUTUAIDE know by calling **01.55.98.51.24** or by writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the assistance guarantees listed below:

- ✓ Repatriation or health transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under age 18
- ✓ Visit of a loved one
- ✓ Extension of stay
- ✓ Hotel expenses
- ✓ Repatriation of remains
- ✓ Death formalities
- ✓ Early return
- ✓ Legal assistance abroad
- ✓ Medical expenses outside the country of residence
- ✓ Payment of search or rescue costs
- ✓ Costs for rescue on-trail
- ✓ Transmission of urgent messages
- ✓ Official papers

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

**MUTUAIDE**  
**SERVICE QUALITE CLIENTS**  
**8/14 AVENUE DES FRERES LUMIERE**  
**94368 BRY-SUR-MARNE CEDEX**

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

If the disagreement persists, you can refer the matter for insurance mediation by writing to:

**La Médiation de l'Assurance**

**TSA 50110  
75441 Paris Cedex 09**

2. If there is any disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling **01.55.98.51.25** or by writing to [gestion-assurance@mutuaide.fr](mailto:gestion-assurance@mutuaide.fr) for the insurance covers listed below:

- ✓ Cancellation
- ✓ Missed flight
- ✓ Costs of interruption of stay
- ✓ Costs of interruption of activities
- ✓ Broken sports equipment
- ✓ Reimbursement of ski clothing following an accident
- ✓ Loss-damage waiver for car rental

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 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 at:

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

3. In case of difficulty with implementation of the Civil Liability in Private Life guarantees, the Subscriber or Insured may send the complaint to:

**TOKIO MARINE EUROPE SA (TOKIO MARINE HCC)  
6-8 BOULEVARD HAUSSMANN - CS 40064 – 75 441 PARIS CEDEX 09  
Tel: 01 53 29 30 00 - Fax: 01 42 97 43 87  
Or [reclamations@tmhcc.com](mailto:reclamations@tmhcc.com)**

The Insurer shall acknowledge receipt of the complaint within a period not exceeding 10 working days from receipt of the complaint, unless the response itself is given to the customer 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 competent to decide matters on contracts subscribed to cover professional risks.

**ARTICLE 9 – DATA COLLECTION**

The beneficiary acknowledges having been informed that the Insurer processes his personal data in accordance with the applicable personal data protection regulations and that, furthermore:

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

- The processing of personal data is necessary for the subscription and application of his contract and guarantees, for management of the business and contractual relationships, or for the execution of legal, regulatory or administrative provisions in effect.

- The data collected and processed shall be retained for the duration necessary for execution of the contract or legal obligation. This data is then archived in accordance with the time limits indicated in the provisions on time limits.

- The recipients of the data concerning him shall, within the limits of their powers, be the services of the Insurer in charge of the establishment, management and performance of the Insurance Contract and the guarantees, its delegates, agents, partners, subcontractors and reinsurers in the course of the exercise of their duties.

They may also be forwarded to professional bodies as well as to any persons involved in the contract such as lawyers, experts, court auxiliaries and ministerial officers, trustees, guardians or investigators.

Information concerning him may also be sent to the Subscriber, as well as to any persons identified as authorized third parties (courts, arbitrators, mediators, ministries concerned, supervisory and regulatory authorities and any public bodies authorized to receive it and to the supervisory services such as statutory auditors, other auditors and internal control services).

- As a financial body, the Insurer is subject to legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it implements contract monitoring processing that may lead to the drafting of a declaration of suspicion or an asset freeze measure.

Data and documents relating to the Beneficiary shall be retained for a period of five (5) years following termination of the Contract or termination of the relationship.

- His personal data may also be used within the framework of processing for the fight against insurance fraud which may lead, where appropriate, to placement on a list of persons presenting a risk of fraud.

Placement on such a list may result in additional examination of his case, or even a reduction or refusal of the benefit of a proposed right, benefit, contract or service.

In this context, personal data concerning him (or concerning persons who are parties or interested in the contract) may be processed by any authorized person within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of the bodies directly concerned by fraud (other insurance or intermediary bodies; judicial authorities, mediators, arbitrators, court officials, legal officers; third party organizations authorized by a legal provision and, where appropriate, victims of fraud or their representatives).

In the event of a fraud alert, the data shall be retained for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data shall be retained for up to five (5) years following closure of the fraud case, or until the end of the judicial procedure and the applicable time limits.



For persons on a list of suspected fraudsters, the data concerning them shall be deleted after 5 years from the date of placement on that list.

- In its capacity as insurer, it is founded in carrying out the processing of data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of handling legal action.
- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- Personal data concerning him may be accessible to some of the employees or providers of the Insurer established in countries outside the European Union.
- The beneficiary shall have, in justifying his identity, a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to request to limit 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 was necessary for the contract or when he consented to the use of this data.

He has a right to define guidelines on the fate of his personal data after his death. These guidelines, general or specific, concern the retention, deletion and disclosure of his data after his death.

These rights may be exercised with 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 – 8/14 Avenue des Frères Lumière – 94368 Bry-sur-Marne.
- or
- by email: at [DRPO@SDGAC.fr](mailto:DRPO@SDGAC.fr)
- or
- by postal mail: by writing to the following address: Délégué représentant à la protection des données - SDGAC – 8/14 Avenue des Frères Lumière – 94368 Bry-sur-Marne.

After making 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 / National Commission of Informatics and Freedoms).

#### ARTICLE 10 – 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 Beneficiary, against any person responsible for the facts which motivated its intervention. Where the services provided under the agreement are covered in whole or in part with another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against that company or institution.

#### ARTICLE 11 – TIME LIMIT

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

However, this period only starts:

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

Where the action of the Insured against the Insurer is the cause of the recourse of a third party, this time limit shall run from the day that this third-party brought legal action against the Insured or was compensated 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 common causes of interruption:

- Recognition by the debtor of the right of the party against whom the time limit was reached (article 2240 of the Civil Code);
- a lawsuit, even in summary proceedings, until the end of the procedure. The same applies when it is brought before an incompetent court or when the act of referral to the court is cancelled by the effect of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure to expire, or if his request is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken under the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It is recalled that:

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

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

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

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

The time limit can also be interrupted by:

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

## ARTICLE 12 – DISPUTE SETTLEMENT

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

**ARTICLE 13 – FALSE STATEMENTS**

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

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

**ARTICLE 14 – REGULATORY AUTHORITY**

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