

Mutuaide

ODALYS VACANCES MULTIRISQUE N°9305

gritchen
SMART INSURANCE SOLUTIONS

Odalys
VACANCES

PARTEZ
(AVEC LA GARANTIE)
l'Esprit libre



INFORMATION LEAFLET
"FREE SPIRIT MULTI-RISK «

INFORMATION NOTICE FOR MULTI-RISK INSURANCE POLICY NO. 9305**HOW TO CONTACT OUR INSURANCE DEPARTMENT****GRITCHEN AFFINITY**

27, rue Charles Durand - CS701139

18021 Bourges Cedex

- On the website: www.declare.fr
- by e-mail: sinistre@declare.fr

Remember to gather the following information, which you will be asked to provide when you submit your application:

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

HOW TO CONTACT OUR HELPDESK**MUTUAIDE ASSISTANCE**

126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

7 days a week - 24 hours a day

- **by telephone from France: 01.48.82.63.34**
(Calls are not surcharged, cost depends on operator, call may be recorded)
- **by telephone from abroad: 33.1.48.82.63.34 preceded by the local access code to the international network**
(Calls are not surcharged, cost depends on operator, call may be recorded)
- **by e-mail: voyage@mutuaide.fr**

To enable us to intervene in the best possible conditions, please remember to gather the following information, which you will be asked to provide when you call:

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

On your first call, you will be given an assistance file number. You should always quote this number when you contact our Assistance Service.

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
1 / CANCELLATION	
<ul style="list-style-type: none"> ✓ Cancellation due to serious illness (including serious illness following an epidemic or pandemic) (A1) ✓ Cancellation due to denied boarding at the airport, train station, bus station or port of departure as a result of taking a temperature (A2) ✓ Cancellation in the absence of vaccination against Covid 19 (A3) ✓ Cancellation OTHER causes (A4) ✓ Cancellation for lack or excess snow (A5) 	<p>(A1) According to conditions of sale up to €5,000 per rental/ Excess €30</p> <p>(A2) According to conditions of sale up to €5,000 per rental/ Excess €30</p> <p>(A3) According to conditions of sale up to €5,000 per rental / Excess €30</p> <p>(A4) Excess €30/rental (Deductible of 20% with a minimum of €30 per rental in the event of professional transfer, modification or refusal of paid holiday dates due to the employer, theft of identity card or passport).</p> <p>(A5) According to conditions of sale up to a maximum of €5,000 per rental / Deductible 20% with a minimum of €30 / rental</p>
2/ INTERRUPTION OF STAY COSTS (B)	(B) €5,000 / rental
3/ INTERRUPTION OF SPORTING ACTIVITIES	
<ul style="list-style-type: none"> ✓ Reimbursement of ski lifts (C1) ✓ Reimbursement of ski lessons (C2) 	<p>(C1) 300 € / event</p> <p>(C2) €300 / event</p>
4/ BREAKAGE OF SKI EQUIPMENT	
<ul style="list-style-type: none"> ✓ Ski equipment hire (D1) 	(D1) 8 days / €150 per person and per claim
5/ FORGETTING A PERSONAL ITEM ON THE RENTAL PROPERTY	
<ul style="list-style-type: none"> ✓ Cost of sending a personal item forgotten in the rental (E1) 	(E1) 150 € / event (Maximum 1 item/rental)

6/ LATE ARRIVAL (F)	(F) €4,000/rental - €25,000/event 1-day allowance
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ASSISTANCE GUARANTEES	CEILING
- Repatriation or medical transport (A)	(A) Actual costs
- Repatriation of accompanying persons (B)	(B) Return ticket * + taxi fares
- Repatriation of children under 18 (C)	(C) Return ticket
- Visit from a relative (D)	(D) Return ticket *+ (D) Return ticket *+ (D) Return ticket *+ (D) Return ticket *+ (D) Round trip ticket
- Extended stay (E)	Hotel costs €80 per night / Max 7 nights
- Medical expenses outside country of residence (F) ✓ Franchise (F1) ✓ Dental care (F2)	(E) Hotel costs €80 per night / Max 4 nights (F) 30 500 € (F1) 30 € (F2) 160 €
- Sending medicines abroad (G)	(G) Shipping costs
- Repatriation of bodies ✓ Repatriation of the body (H1) ✓ Funeral expenses required for transport (H2)	(H1) Actual costs (H2) 1 500 €
- Death formalities (I)	(I) Return ticket *+ taxi fares Hotel costs €80 per night / Max 2 nights
- Early return (J)	(J) Return ticket * + taxi fares
- Replacement driver (K)	(K) Transport ticket * or Driver
- Legal assistance abroad ✓ Advance payment of bail (L1) ✓ Payment of legal fees (L2)	(L1) 15 300 € (L2) 1 600 €
- Search and rescue costs (M)	(M) 1 600 €
- Runway rescue costs (N)	(N) Actual costs
- Transmission of urgent messages (O)	(O) Actual costs

- Cash advance (abroad only) (P)	(P) 1 500 €
- Psychological support (Q)	(Q) 2 calls/person
- Teleconsultation (R)	(R) 2 calls/residence/stay
- Travel information (S)	(S) Pre-stay medical precautions, administrative formalities

* by 1^{ère} class train or economy class airliner

VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS	CEILING
Including : <ul style="list-style-type: none"> - Advice and alerting the appropriate bodies in the event of a runaway/missing person - Recovery costs - Rabies screening costs (disappearance abroad) 	2 veterinary consultations max per stay maximum benefit: €250 for all Medical Care and Assistance cover

VEHICLE ASSISTANCE	
ASSISTANCE GUARANTEES	CEILING
- Breakdown / Towing (A)	(A) 200 € 50 km excess
- Continuation of journey (B)	(B) 300 €
- Repatriation to place of stay (C)	(C) 300 €
- Vehicle recovery (D)	(D) 300 €

ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer

For insurance cover, excluding "Cancellation due to lack or excess of snow", the Insurer is MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Entreprise régie par le Code des Assurances

For the "Cancellation due to lack or excess of snow" cover, the Insurer is AREAS.DOMMAGES, a fixed contribution mutual insurance company registered in the Paris Trade and Companies Register under no. 775 670 466, with its registered office at 47-49 rue de Miromesnil 75380 Paris.

MUTUAIDE and AREAS are subject to supervision by the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086.

Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

Pet :

Any animal that usually lives in the beneficiary's home, provided that it has been vaccinated within the period prescribed by current legislation in France, with the vaccination record serving as proof, subject to the provisions of law no. 99-5 of 06 January 1999 on dangerous and stray animals and the protection of animals. **Pets trained to attack are excluded.**

Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

This "attack" will have to be registered 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 this to be a single coordinated action, it will be considered to be a single event.

Insured

Individual or group duly insured under this contract and referred to hereinafter as "you".

For insurance cover, these people must be domiciled in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe.

Natural disasters

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.

COM

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

Definition of vehicle assistance

Vehicle assistance covers all services provided following the immobilisation or deprivation of the insured vehicle as a result of an insured event.

Home

For insurance cover, domicile is deemed to be the principal and habitual place of residence in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis local authorities

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

DROM

DROM refers to the French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

Duration of guarantees

- Cancellation" cover takes effect on the day you take out the insurance contract and expires on the day you leave on your trip.

- The period of validity of the other cover takes effect on the day of departure (place of meeting with the organiser on the outward journey) and expires on the day of return from the holiday, with a maximum duration of 90 days from the date of departure.

Epidemic

Abnormally high incidence of a disease over a given period and in a given region.

Foreign

Any country other than your country of residence.

Events covered by insurance

- ✓ Cancellation
- ✓ Trip interruption costs
- ✓ Costs of interrupting sporting activities
- ✓ Breakage of ski equipment
- ✓ Omission of a personal item from the rental property
- ✓ Late arrival

Events covered by assistance

Illness, injury or death during an insured trip.

Events covered for vehicle assistance

Breakdown, accident, theft or attempted theft of the insured vehicle.

Execution of assistance services

The services guaranteed by the present agreement can only be activated with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expense incurred by the Insured on their own authority can be reimbursed by MUTUAIDE ASSISTANCE.

Franchise

The portion of the claim borne by the Insured under the contract in the event of compensation following a claim. The excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

Group

All participants listed on the same travel registration form.

Seasonal rental

The seasonal rental contracted by the Insured through the Policyholder must meet all of the following conditions:

- the rented premises can be any type of accommodation in a built-up building, including bed and breakfast accommodation, caravans, motor homes, houseboats and mobile homes,
- the premises must be located in France or abroad,
- the premises must be furnished,
- the rented premises must not be the Insured's company accommodation,
- the rental must be for a maximum of 90 consecutive days, non-renewable, for a leisure stay
- the Insured must not be the owner, bare owner or usufructuary of the rented premises.

Disease

Sudden and unforeseeable deterioration in health certified by a competent medical authority.

Serious illness

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for medication and the cessation of all professional or other activities.

Maximum per event

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

We organise

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

We take care of

We finance the service.

Nullity

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

Forgotten object

"Forgotten Object" means any object or item of clothing belonging to the Insured that has been left behind in the Seasonal Rental.

Pandemic

An epidemic that develops over a vast territory, crossing borders and qualified as a Pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Stay

A Stay means any stay by the Insured of a maximum and non-renewable duration of 90 consecutive days in a Seasonal Rental.

Claims

An event of a random nature likely to trigger cover under this policy.

Loss at home

Fire, burglary or water damage occurring at your Home during your Stay, and justified by the documents provided under the "EARLY RETURN IN THE EVENT OF DISASTER OCCURRING AT YOUR HOME DURING A STAY" benefit.

Territoriality

All over the world.

Vehicle covered by vehicle assistance

The vehicle, which you own, that you use to travel from your home to your place of stay, while you are there during your insured stay, and on the way back from your place of stay to your home at the end of your stay.

ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

1/ CANCELLATION**CANCELLATION ON MEDICAL GROUNDS**

You are covered for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Benefits:

- Serious illness (including serious illness following an Epidemic or Pandemic), serious bodily accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you booked your trip of :

- yourself, your legal or de facto spouse, 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 cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement designated at the time of subscription,
- the person designated at the time of taking out this policy, who, during your trip, is responsible for looking after or accompanying on holiday your minor children, or the disabled person living under your roof, provided that they are hospitalised for more than 48 hours or die.

- Denied boarding at the airport, railway station, bus station or port of departure following a temperature check organised by the health authorities of the country of departure or the transport company with which you are travelling.

(Proof from the transport company that denied you boarding, or from the health authorities in the country of departure, must be sent to us; in the absence of this proof, no compensation will be possible).

- No vaccination against Covid 19

- ✓ when, at the time of taking out this policy, the country of destination did not require vaccination against Covid 19 for entry into its territory, but when you leave it does:
 - and you are no longer within the time limit required to have this vaccination so that you can travel,
 - or if you are unable to have the vaccination because of a medical contraindication .

It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.

CANCELLATION FOR OTHER REASONS

You are covered for the reasons and circumstances listed below, to the exclusion of all others, up to the limit indicated in the Table of Benefits:

- Your redundancy or that of your de jure or de facto spouse, provided that the redundancy procedure had not been initiated when you took out this policy and/or that you were not aware of the date of the event when you took out the policy.

- Your compulsory, unforeseeable summons, which cannot be postponed by an administration, to a date during the planned trip, provided that the summons was not known at the time the Contract was taken out.

- Your invitation, on a date during your trip, to sit a university make-up exam, provided that the failure of the exam was not known at the time this Contract was taken out.

- **Serious material damage** requiring your presence on the day of departure to take the necessary precautionary measures, resulting from fire, water damage or natural elements and affecting more than 50% of your private or business premises.

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

- **Obtaining paid employment or a paid work placement**, starting before or during the dates scheduled for your trip, while you are registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.

- **Your non-disciplinary professional transfer**, imposed by your employer, obliging you to move during your insured stay or in the 8 days prior to your departure and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, to the **exclusion of members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers**.

- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities on a previous trip, that your actions enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of this country.

- **Deletion or change of the date of your paid holiday by your employer**. This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers**. This leave, which corresponds to an acquired right, must have been agreed in advance in writing by the employer before taking out the Contract.

- **Theft, in the 48 hours prior to your departure, of your identity papers** (passport, ID card) **that are essential for crossing the border(s)** during your trip, provided that a theft report has been made to the nearest police authorities as soon as the theft is known.

- **Serious damage to your vehicle** occurring in the 48 hours prior to departure, and insofar as it can no longer be used to get you to your place of stay / your point of departure.

- **A riot, an attack or an act of terrorism occurring abroad**, in the destination city or cities of your trip, You are covered in the event of a riot, an attack or an act of terrorism, when at least 2 of the 3 following conditions are met:

- The event has resulted in damage to property and personal injury in the destination city or cities of your trip,
- The French Ministry of Foreign Affairs strongly advises against travelling to the destination city or cities of your trip,
 - The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the country concerned in the 30 days prior to taking out the policy, the event having to occur after taking out the policy.

In all cases of trip cancellation, the compensation will be paid to you after deduction of a specific excess indicated in the Table of Cover. This excess also applies to persons registered at the same time as you and insured under this Contract.

HOW LONG DO YOU HAVE TO REPORT A CLAIM?

Two stages

1/ At the first sign of illness, you must notify **ODALYS VACANCES IMMEDIATELY**.

If you cancel the trip at a later date with **ODALYS VACANCES**, we will only reimburse you the cancellation fees from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale shown in the special conditions of **ODALYS VACANCES**.

2/ Secondly, you must declare the claim to GRITCHEN AFFINITY - Insurance Department, within five working days of the event giving rise to the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by :

- a medical certificate and/or an administrative hospitalisation report specifying the origin, nature, seriousness and foreseeable consequences of the illness,

You must provide GRITCHEN AFFINITY - Insurance Department with the medical documents and information required to investigate your claim, using the pre-printed "Medical Department" envelope that we will send you as soon as we receive the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your doctor and send them in the pre-printed envelope referred to above to GRITCHEN AFFINITY - Insurance Department.

You must also provide any information or documents requested to justify the reason for your cancellation, and in particular:

- ✓ all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been issued or carried out, and in particular sickness insurance forms containing copies of the corresponding labels for medicines prescribed.
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original receipted invoice for the debit that you must pay to the travel agency or that the travel agency keeps,
- ✓ your insurance policy number,
- ✓ the registration form issued by **ODALYS VACANCES**,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- ✓ and any other necessary documents.

In addition, it is expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object to this without a legitimate reason, you will lose your rights to cover.

WHAT WE EXCLUDE

Cancellation cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation or safety conditions at the destination.

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

- ◆ **An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out,**

- ◆ Any circumstance that is simply detrimental to enjoyment,
- ◆ Pregnancy, including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- ◆ Forgetting to vaccinate,
- ◆ Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfil its contractual obligations,
- ◆ Too little or too much snow,
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ◆ The consequences of criminal proceedings against you,
- ◆ Any other event occurring between the date of purchase of the insurance contract and the departure date of your trip.
- ◆ Any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract.
- ◆ The absence of hazards,
- ◆ An intentional act and/or an act reprehensible by law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the French Health Code, medicines and treatments not prescribed by a doctor,
- ◆ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event for which the travel agency may be held responsible in application of the Tourism Code in force,
- ◆ Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

CANCELLATION FOR LACK OR EXCESS SNOW

SPECIFIC DEFINITIONS

Bad weather: Excess or lack of snow or strong wind.

Skiable area: Mountain area where skiing and other sports activities, whether gliding or not, can be practised on snow during the winter season, including marked runs and local off-piste, i.e. accessible by ski lifts and returning gravitationally to the skiable area in accordance with law no. 2016-1888 of 28 December 2016 known as the Montagne law.

Snow front: Public area of a winter sports resort or snow stadium which forms the main interface between the resort and the ski area, and which brings together the start of one or more ski lifts and the finish of one or more ski runs.

NATURE AND SCOPE OF THE GUARANTEE

In addition to the main cover provided under these General Terms and Conditions, the Insurer guarantees, up to the maximum limit set out in the table of cover amounts, reimbursement of the cancellation costs invoiced by the rental organisation or the Owner of the rented property in application of its General Terms and Conditions of Sale when this cancellation, notified BEFORE DEPARTURE, is the result of the **closure of the ski slopes of the ski area due to bad weather between 15 December and 15 April each year, provided that the ski area in question is actually open during these periods.**

Cover only applies if all of the following conditions are met:

- ✓ The ski area's slopes are closed as a result of bad weather between 15 December and 15 April of the ski season concerned;
- ✓ Bad weather means that more than 70% of the ski area's pistes will be closed for at least 3 consecutive days;
- ✓ The ski area was closed during the 5 days prior to departure;
- ✓ The closure is recorded in a weather report published by the ski area operator concerned.

The guarantee only applies to ski areas (and snow fronts) situated at an altitude of over 1000 metres.

COMMENCEMENT AND DURATION OF COVER

Provided that the Insured has paid the corresponding premium in advance, cover takes effect as soon as the present contract is taken out and expires at the time of arrival at the place of stay (date shown in the Declarations) or when the keys are handed over in the case of rental.

However, for all policies taken out after the date of purchase or booking of the holiday, a waiting period of 4 days, during which no cover can take effect, will apply from the date of taking out the policy and cover will only take effect at the end of this period.

LIMIT OF COVER

The compensation payable under this cover cannot exceed the actual amount of the penalties invoiced up to the amounts shown in the table of cover amounts specific to this cover following cancellation of the holiday.

In all cases, compensation may not exceed the amount of the insured rental shown on the insurance certificate. Administration fees, the insurance premium, taxes including airport taxes (refunded by the transport company or any collecting body) and visa fees are not refundable.

PLEASE NOTE:

If the insured cancels the holiday late, the Insurer will only cover the cancellation costs due on the date of the insured event.

If the contract is taken out after the reason for cancellation of the holiday has arisen and the Insured is aware of it, he/she will not be entitled to compensation.

FRANCHISE

In all cases, the Insurer will pay the Insured less an excess specified in the Table of Cover.

WHAT WE EXCLUDE

Cancellation cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation conditions or the safety of the destination.

All cancellations for reasons other than the events listed in the "NATURE AND SCOPE OF GUARANTEE" article are excluded from this CANCELLATION FOR LACK OR EXCESSIVE SNOW guarantee.

Similarly, in addition to the exclusions set out in Article 7 "GENERAL EXCLUSIONS" of these General Terms and Conditions, the following are not covered:

- ◆ Weather conditions known at the time of booking the holiday;
- ◆ Closing pistes with a snow front below 1000 metres;

- ◆ The closure of ski runs in the ski area due to a breakdown, sabotage or an accident preventing the normal operation of the ski lifts, a strike or a lack of personnel, or for an administrative reason not consecutive to the occurrence of adverse weather conditions;
- ◆ Failure to open the ski area (and the snow front) during the ski season in question.

2 / TRIP INTERRUPTION COSTS

If you have to interrupt the stay covered by this contract, we undertake to reimburse any unused land services (excluding booking fees, insurance premiums and all taxes) as well as any cleaning costs for the rental accommodation, which you cannot demand from the service provider to be reimbursed, replaced or compensated in the event that you are obliged to leave and return the rented pitch as a result of :

- **Serious illness, serious accident or death** of yourself, your de jure or de facto spouse, your ascendants or descendants up to the 2^{ème} degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually living under your roof, the person accompanying you during your stay named and insured under this policy.
- **Serious illness, serious accident or death** of your professional replacement named at the time of subscription, of the person responsible during your stay for looking after your minor children, or of a disabled person for whom you are the legal guardian living under the same roof as yourself, whether or not you are the legal guardian.
- **Serious damage due to fire, explosion, water damage or damage** caused by the forces of nature to your business or private premises and requiring your presence to take the necessary precautionary measures.
- **Theft from your business or private premises**, provided that you are required to be present.

WHAT WE EXCLUDE

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

- ◆ Claims for reimbursement of transport tickets,
- ◆ Requests for reimbursement of services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative),
- ◆ Interruptions to the stay where the cause was known before the start of the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN AFFINITY - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer prejudice as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- original itemised invoices from the tour operator showing land and transport services,
- The invoice for the trip or the agency's registration form,
- The certificate or proof from the Insurer confirming the date of repatriation or early return and the reason for it,
- Any other document that we deem necessary to investigate the case.

If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.

3/ INTERRUPTION OF SPORTING ACTIVITIES

Following a skiing accident that occurs during your stay in the mountains and results in medically certified temporary total incapacity to ski, we cover the sporting activities booked and paid for with the hire by the Insured, up to the amount shown in the Table of Cover, for the unused days of :

- ✓ your lift passes,
- ✓ your ski lessons.

The compensation due will be calculated on the basis of the number of days remaining from the day following the medical determination of temporary total incapacity to ski.

A skiing accident is defined as an accident while skiing on open, marked pistes.
All sports activity packages must be detailed on an invoice provided by the Provider.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN AFFINITY - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer prejudice as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

You will need to provide us with :

- ✓ a statement describing the circumstances of the claim,
- ✓ the original invoice for lift passes, ski lessons or ski equipment hire.
- ✓ a medical certificate stating that you are temporarily unable to ski.

4/ BREAKAGE OF SKI EQUIPMENT

We guarantee, up to the amount indicated in the Table of Cover, reimbursement of the cost of hiring equivalent replacement ski equipment from a professional hire company if your personal ski equipment becomes unusable as a result of accidental breakage.

Accidental breakage means any damage or destruction that is externally visible and impairs the proper functioning of the ski equipment covered as a result of a fall or collision on the slopes.

Personal ski equipment means skis, snowboards, monoskis, snowshoes, poles and ski boots purchased within the last 5 years and owned by you.

WHAT WE EXCLUDE

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

- ◆ Damage resulting from improper use of personal ski equipment or failure to comply with the regulations in force,
- ◆ Damage resulting from normal wear and tear of personal ski equipment,
- ◆ Simple scratches, scuffs or any other damage to personal ski equipment that does not affect its operation,
- ◆ Loss, theft or disappearance of personal ski equipment,
- ◆ Accidental damage due to the pouring of liquids, fatty, colouring or corrosive substances,
- ◆ Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,
- ◆ Indirect damage such as depreciation and loss of use,
- ◆ Damage to personal ski equipment purchased more than 5 years ago.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN AFFINITY - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

You will need to provide us with :

- ✓ a statement describing the circumstances of the claim,
- ✓ proof from a professional describing the nature and extent of the damage to your personal ski equipment,
- ✓ the original purchase invoice for your personal ski equipment, dated within the last 5 years,
- ✓ the rental invoice for the replacement ski equipment,

5/ FORGETTING A PERSONAL ITEM ON THE RENTAL PROPERTY

We will reimburse you, on presentation of the original invoice for the dispatch of the forgotten Object and up to the limit shown in the Table of Amounts of Cover, for the cost of sending the forgotten Object from the place of hire to your Home.

The guarantee applies to a single forgotten Object per rental, it being specified that the forgotten Object must comply with the following weight and dimensions:

- Maximum weight: less than 10 kg ;
- Maximum dimensions: the sum of the length, width and height of the package must not exceed 150 cm. Under no circumstances can the Insurer be held responsible:
- delays attributable to the transport organisations used to deliver the Forgotten Object;
- breakage, loss, damage or theft of the forgotten Object during transit;
- consequences resulting from the nature of the Forgotten Object ;
- refusal by national or international customs services to authorise shipment of the forgotten Object.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN AFFINITY - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

You will need to provide us with :

- ✓ a statement describing the circumstances of the claim,
- ✓ the original invoice for dispatch of the forgotten item,

6/ LATE ARRIVAL

We guarantee that you will be reimbursed on a pro rata basis for the period not used as a result of late possession of the rented accommodation or hotel room for more than 24 hours, as a consequence of one of the events listed in the cancellation guarantee.

This guarantee cannot be combined with the cancellation guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to GRITCHEN AFFINITY - Insurance Department within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

You must provide us with :

- ✓ all the documents needed to compile the file and prove the validity and amount of the claim.

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

If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.

7/ VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS

1. VETERINARY CARE EXPENSES

We will reimburse up to **€250 per event, up to a maximum of 2 consultations per stay.**

We can also provide you with a list of veterinary clinics based on local availability.

2. ASSISTANCE IN THE EVENT OF DISAPPEARANCES AND RUNAWAYS

Your pet has run away from your insured place of residence or gone missing (mislaide, abducted).

By contacting our telephone service (see above), we can provide you with :

- Advice and the steps to take to help you find your guaranteed pet quickly,
- The list of vets (independent or clinics).

We will contact the organisations in your area that may be able to help you find your pet (gendarmerie, SPA shelters, town hall, etc.) and cover any recovery costs.

If your pet goes missing abroad for more than 48 hours, we **will reimburse you for a rabies screening test.**

In all cases, Mutuaide's maximum contribution is €250 for all medical expenses and assistance cover.

ARTICLE 3 - DESCRIPTION OF PERSONAL ASSISTANCE COVER

You are ill, injured or die during an insured trip. We intervene under the following conditions:

1/ REPATRIATION OR MEDICAL TRANSPORT :

You are ill or injured during a covered trip. We organise and pay for your repatriation to your home or to a hospital close to your home.

Only medical requirements are taken into account when deciding on the date of repatriation, the choice of means of transport or the place of hospitalisation.

The decision to repatriate is taken by our medical officer, after consulting the occasional attending physician and, if necessary, the family doctor.

When you are repatriated, and if prescribed by our medical advisor, we will organise and pay for the transport of a companion to accompany you.

Any refusal of the solution proposed by our medical team will result in the cancellation of personal assistance cover.

2/ REPATRIATION OF ACCOMPANYING PERSONS

You are medically repatriated or you die during a covered trip.

If they are unable to return by the means initially planned, we organise and pay for transport home for the members of your beneficiary family or an insured person accompanying you when the event occurs, by 1^{ère} class train or economy class airliner.

3/ REPATRIATION OF CHILDREN UNDER THE AGE OF 18

If you are ill or injured and no-one is able to look after your children under the age of 18, we will organise and pay for the return journey by 1^{ère} class train or economy class airliner of a person of your choice or one of our hostesses to bring them back to your home or the home of a member of your family.

4/ VISIT FROM A RELATIVE

You are hospitalised on site on the decision of our medical team, prior to your medical repatriation, for a period of more than 5 days. We will organise and pay for return transport by 1^{ère} class train or economy class airliner for a member of your family living in the same country as you, as well as their accommodation costs (room and breakfast) to come to your bedside.

We will pay for his accommodation up to the amount indicated in the Table of Benefits.

Any catering or other expenses will in all cases be borne by the person concerned.

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

5/ EXTENSION OF STAY

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

We will cover the cost of accommodation (room and breakfast) for members of your family who are beneficiaries or for an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Benefits.

6/ MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

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

We will only intervene once reimbursements have been made by the aforementioned insurance organisations, after deduction of an excess, the amount of which is indicated in the Table of Benefits, and subject to the provision of original proof of reimbursement from your insurance organisation.

This reimbursement covers the costs defined below, provided they relate to treatment received by you outside your country of residence following an illness or accident that occurred outside your country of residence. In this case, we will reimburse the costs incurred up to the maximum amount indicated in the Table of Benefits.

In the event that the insurance organisation to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to you providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the insurance organisation.

This benefit ceases on the day we are able to repatriate you.

Type of expenses eligible for reimbursement (subject to prior agreement) :

- medical fees,
- the cost of medicines prescribed by a doctor or surgeon,
- the cost of an ambulance prescribed by a doctor for transport to the nearest hospital, but only if insurance bodies refuse to cover the cost,
- hospitalisation costs provided that you are deemed untransportable by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to repatriate you are not covered),
- emergency dental expenses (up to the amount indicated in the Table of Benefits, with no excess applied).

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

We can, within the limit of the amounts covered as stated above, advance the cost of hospitalisation that you incur outside your country of residence, subject to the following cumulative conditions:

- MUTUAIDE ASSISTANCE's doctors must decide, after gathering information from the local doctor, that it is impossible to repatriate you to your country of residence in the immediate future.
- the treatment to which the advance applies must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- you or any person authorised by you must formally commit to this by signing a specific document provided by MUTUAIDE ASSISTANCE when the present service is implemented:
 - to take the necessary steps to have the costs covered by the insurance bodies within 15 days of the date on which MUTUAIDE ASSISTANCE sends the necessary information,
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organisations within one week of receipt of these sums.

We will only be responsible for any costs not covered by the insurance organisations, up to the limit of the amount covered under the "medical expenses" benefit. You must provide us with the certificate of non-reimbursement issued by these insurance organisations within one week of receiving it.

In order to preserve our rights at a later date, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the necessary steps with the social security bodies and reimbursing us the sums received.

If you do not take the necessary steps to have the costs covered by the insurance organisations within the time limit, or if you do not present to MUTUAIDE ASSISTANCE within the time limit the certificate from these insurance organisations stating that the costs are not covered, you will not be able to claim the "medical expenses" benefit under any circumstances and you will have to reimburse all the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

7/ SENDING MEDICINES ABROAD

During a covered trip outside your country of residence, you are deprived of medicines essential to your health, following loss or theft. We will pay for the search for and transport of these medicines, in the event that these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE doctors cannot be found locally (subject to you obtaining the contact details of your treating doctor).

We will ship the medicines by the fastest means available, subject to local and French legal constraints.

You are responsible for customs duties and the cost of purchasing medicines.

8/ REPATRIATION OF THE BODY

You die during a covered trip. We organise the repatriation of your body to the place of burial in your country of residence.

In this context, we are responsible for :

- ✓ The cost of transporting the body,
- ✓ Expenses relating to conservation care required by the applicable legislation,
- ✓ Expenses directly incurred in transporting the body (handling, specific transport arrangements, packaging) up to the amount indicated in the Table of Benefits.

9/ DEATH FORMALITIES

If the presence on site of a member of the family or a close relative of the deceased proves essential in order to identify the body and carry out the formalities for repatriation or cremation, we will organise and pay for a return ticket by train 1^{ère} class or by economy class airliner, as well as the accommodation costs (room and breakfast) incurred on behalf of this person up to the amount indicated in the Table of Benefits.

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

10/ EARLY RETURN

If you have to interrupt your trip prematurely in the cases listed below, we will pay your additional transport costs and those of the beneficiary members of your family or a person insured under this contract accompanying

you, if the tickets planned for your return and theirs cannot be used due to this event, on the basis of a 1^{ère} class train ticket or an economy class air ticket.

We intervene in the event of :

- hospitalisation of a member of your family, a person responsible for looking after your minor and/or disabled child at home, or your professional replacement.
- death of a member of your family, a person responsible for looking after your minor and/or disabled child at home, or your professional replacement,
- serious loss affecting your main residence in your country of residence.

11/ REPLACEMENT DRIVER

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

We cover the driver's travel costs and salary.

The driver is required to comply with labour legislation, and in particular must - as French regulations currently stand - take a 45-minute break after 4 hours 30 minutes of driving, the total daily driving time not to exceed 9 hours.

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

In this case, as an alternative to providing a driver, we will provide and pay for a 1st class train ticket or an economy class plane ticket to collect the vehicle.

This service only applies in the following countries:

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

The cost of fuel, tolls, hotels and meals for any passengers remains your responsibility.

12/ LEGAL ASSISTANCE ABROAD

While travelling outside your country of residence, you may be liable to prosecution or imprisonment for failure to comply with or involuntary violation of local laws and regulations.

We will advance the deposit required by the local authorities for your provisional release, up to the amount shown in the Table of Benefits.

This advance must be reimbursed within one month of our request for reimbursement. If the penal deposit is reimbursed to you before this deadline by the authorities of the country, it must be returned to us immediately.

We can reimburse you, up to the amount indicated in the Table of Cover, for the fees of any legal representatives that you may be required to call upon if legal action is taken against you, provided that the acts complained of are not punishable under the law of the country.

This cover does not apply to events connected with your professional activity or the safekeeping of a motorised land vehicle.

13/ SEARCH AND RESCUE COSTS

We will pay, up to the amount indicated in the Table of Benefits, the cost of search and rescue at sea or in the mountains following a life-threatening event. Only costs invoiced by a company duly approved for these activities may be reimbursed.

Under no circumstances can we take the place of local emergency services.

14/ PISTE RESCUE COSTS

You are the victim of a skiing accident on open, marked pistes. We will cover the cost of the sledge ride from the scene of the accident to the bottom of the piste or to the nearest rescue centre to the scene of the accident. If the rescue services are unable to reach the scene of the accident, we will also cover the cost of a helicopter or any other means of transport.

This cover is limited to the amounts indicated in the Table of Benefits.

These costs will be covered as long as we are informed before the end of your stay in the ski resort and/or within 48 hours of the emergency services intervening.

15/ TRANSMISSION OF URGENT MESSAGES

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

Messages must not be of a serious or sensitive nature. Messages are the sole responsibility of their authors, who must be identifiable. We only act as an intermediary for their transmission.

16/ FUNDS ADVANCE (abroad only)

During an insured trip outside your country of residence, your means of payment or official papers (passport, national identity card, etc.) are lost or stolen.

Just call us and we'll tell you what you need to do (lodge a complaint, renew your papers, etc.).

The information provided is of a documentary nature covered by article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds up to the amount indicated in the Table of Benefits, against an acknowledgement of debt submitted to MUTUAIDE ASSISTANCE.

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

In the event of non-payment, we reserve the right to initiate all necessary collection proceedings.

17/ PSYCHOLOGICAL SUPPORT

In the event of significant trauma following an insured event, we can, at your request, put you in touch with a psychologist by telephone, up to the limit indicated in the Table of Benefits. These interviews are completely confidential.

This listening service is not to be confused with the psychotherapeutic work carried out in private practice. Under no circumstances, given the caller's physical absence, can this service replace psychotherapy.

18/ TELECONSULTATION

For any medical information you may need during your stay, we will put you in touch with one of our doctors.

Information is given by telephone and is not confirmed in writing or sent out in documents.

Information services are provided between 8.00 am and 7.00 pm and within the time normally required to satisfy the request.

However, whatever the time of the call, we welcome and record your requests as well as your contact details so that we can call you back to provide you with the answers you need.

ARTICLE 4 - EXCLUSIONS FROM PERSONAL ASSISTANCE

We do not intervene in this case:

- ◆ Travel undertaken for diagnostic and/or treatment purposes,
- ◆ Medical and hospitalisation expenses in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Insured,
- ◆ Benign illnesses or injuries that can be treated locally and/or that do not prevent the Insured from continuing his/her trip,
- ◆ Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36^{ème} week, voluntary interruption of pregnancy and the aftermath of childbirth,
- ◆ Convalescence and illnesses undergoing treatment, not yet consolidated and involving a risk of sudden aggravation,
- ◆ Previously diagnosed illnesses requiring hospitalisation in the 6 months prior to the date of departure,
- ◆ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ◆ The cost of prostheses: optical, dental, acoustic, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context that are subject to quarantine, preventive measures or specific monitoring by the international and/or local health authorities in the country where you are staying and/or the national health authorities in your country of origin.
- ◆ The cost of spa treatments, beauty treatments, vaccinations and related expenses,
- ◆ Stays in nursing homes and related expenses,
- ◆ Rehabilitation, physiotherapy, chiropractic treatment and related costs,
- ◆ Planned hospitalisations.

ARTICLE 5 - DESCRIPTION OF VEHICLE ASSISTANCE COVER

The insured vehicle is immobilised following an insured event. We intervene under the following conditions:

1/ BREAKDOWN ASSISTANCE AND TOWING

The vehicle is immobilised following an insured event. We organise and pay for the repairer to come to the scene of the event if the vehicle can be repaired there, and if necessary, for the vehicle to be towed to the dealer or garage closest to the scene of the immobilisation.

Breakdown and towing costs are covered up to the amount indicated in the Table of Benefits.

Breakdown or towing services on motorways, ring roads and expressways may be reimbursed, subject to a telephone call to the assistance service within 48 hours of the event and on presentation of the original receipted invoice.

The cost of repairing the vehicle remains your responsibility.

2/ ONWARD JOURNEY

The vehicle is immobilised following a covered event and cannot be repaired within 4 hours of the immobilisation.

We organise and pay for your transport to your place of stay, using appropriate means of transport and subject to local availability.

The cost of continuing the trip may under no circumstances exceed the cost of returning home and may not exceed the amount indicated in the Table of Benefits.

Continuation of journey" cover cannot be combined with "repatriation home" cover.

3/ REPATRIATION HOME

The vehicle is immobilised following a covered event and cannot be repaired within 4 hours.

We organise and pay for your repatriation home, up to the limit indicated in the Table of Benefits.

The cost of repatriation to the place of residence may under no circumstances exceed the cost of continuing the stay and may not exceed the amount indicated in the Table of Benefits.

4/ VEHICLE RECOVERY

The vehicle is repaired after being out of service for more than 4 hours, or is recovered in working order following theft.

To enable you to collect it, we will provide or reimburse you (or the person designated by you) for an outward ticket for 1st class rail or economy class air travel.

Additional costs such as fuel, hotel, catering, tolls and parking for the return of the repaired vehicle remain at your charge.

ARTICLE 6 - EXCLUSIONS FROM VEHICLE ASSISTANCE

We do not intervene in this case:

- two-wheelers, tricycles and quadricycles ;
- Cars registered without a licence;
- vehicles used to transport passengers or goods for hire or reward;
- vehicles carrying flammable or explosive goods;
- equipment and commercial vehicles over 3.5 tonnes;
- trailers, except luggage trailers, with a gross vehicle weight of less than 750 kg;

- the cost of rescuing goods or luggage transported in the insured vehicle;
- fuel, insurance and toll charges for the use of a hire vehicle;
- damage to vehicles during sea transport;
- the dispatch of spare parts that are not available from the brand's wholesalers and dealers in France or if the manufacturer discontinues production;
- spare parts and repair costs;
- customs duties, security, tolls, parking, fuel, restaurant and hotel costs, except those specified in the policy;
- fines ;
- the consequences of a mechanical breakdown affecting a vehicle which has not undergone the repairs required by the roadworthiness test, or which has an obvious lack of maintenance, or which is suffering from a known mechanical fault at the time of departure;
- the consequences of the vehicle being immobilised for maintenance, inspection or servicing;
- costs and interventions following a puncture, fuel failure, misfuelling or battery failure;
- loss, theft or breakage of keys;
- air conditioning breakdowns or bodywork damage that do not result in the vehicle being immobilised;
- theft of luggage, equipment, goods and miscellaneous items left in the vehicle, as well as vehicle accessories (in particular car radios);
- frost damage ;
- damage resulting from participation as a competitor in any competitive event, whether motorised or not (race, rally, etc.).

ARTICLE 7 - GENERAL EXCLUSIONS

We do not intervene in this case:

- ◆ Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- ◆ Catering and hotel expenses, except those specified in the text of cover,
- ◆ Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ Use of narcotics or drugs not prescribed by a doctor,
- ◆ Alcohol impairment,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence has been issued, as well as training with a view to these competitions,
- ◆ Professional practice of any sport,
- ◆ Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ◆ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- ◆ Expenses incurred after return from the trip or expiry of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,
- ◆ Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official bans, seizures or coercive measures,
- ◆ The Insured's use of air navigation equipment,

- ◆ The use of weapons of war, explosives and firearms,
- ◆ Damage resulting from intentional or reckless misconduct on the part of the Insured in accordance with article L.113-1 of the Code des Assurances,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- ◆ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- ◆ The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

Under no circumstances can MUTUAIDE ASSISTANCE be held responsible for failures or delays in the execution of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

ARTICLE 8 - REFUND CONDITIONS

Reimbursements to the Insured will only be made by us on presentation of original receipted invoices for expenses incurred with our agreement.

Requests for reimbursement should be sent to :

MUTUAIDE ASSISTANCE
Claims Management Department
126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

ARTICLE 9 - HANDLING COMPLAINTS

1 / INSURANCE

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your insurance cover, please contact GRITCHEN AFFINITY.

If your verbal complaint is not resolved to your satisfaction, please write to us, either by e-mail to sinistre@declare.fr or by post to :

GRITCHEN AFFINITY
27, rue Charles Durand - CS701139
18021 Bourges Cedex

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our response must be sent to you in writing within two months of the complaint being sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website www.mediation-assurance.org or

by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take legal action.

2/ ASSISTANCE

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your assistance cover, you can contact MUTUAIDE by calling 01.48.82.63.34.

If your verbal complaint is not resolved to your satisfaction, please write to us, either by e-mail to: qualite.assistance@mutuaide.fr or by post to :

MUTUAIDE

CUSTOMER QUALITY DEPARTMENT

126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our response must be sent to you in writing no later than two months after the complaint is sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take legal action.

ARTICLE 11 - DATA COLLECTION

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that :

- the answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or the reduction of compensation (article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the periods stipulated in the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

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

Information concerning the Policyholder may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and

control authorities and any public bodies authorised to receive such information, as well as to the departments responsible for control, such as statutory auditors, auditors and departments responsible for internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

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

- Their personal data may also be used to combat insurance fraud, which may lead to them being placed on a list of people at risk of fraud.

This registration may result in a longer review of the case, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning persons party to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for authorised personnel of organisations directly involved in fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, the victims of fraud or their representatives).

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

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

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.

- Personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

- Personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

- By providing proof of identity, the Insured has the right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be restricted if it is no longer necessary, or to recover in a structured format the data they have provided if it is necessary for the contract or if they have consented to the use of this data.

Individuals have the right to define directives concerning the fate of their personal data after their death. These directives, which may be general or specific, concern the retention, deletion and communication of personal data after death.

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

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

or

- by post: by writing to the following address: Data Protection Representative - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

After making a request to the Representative Data Protection Officer and receiving no response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 12 - SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation 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. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Beneficiary against this company or institution.

ARTICLE 13 - LIMITATION PERIOD

In application of article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death cover, with actions by beneficiaries being time-barred no later than thirty years from the date of the event.

However, this period does not run :

- in the event of a concealment, omission, false or inaccurate statement about the risk, from the day the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by the Insured.

This limitation period may be interrupted, in accordance with article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before a court that does not have jurisdiction or if the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed (article 2243 of the 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 Civil Code).

Please note that :

The summons of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period, as regards the other co-debtors, only in respect of the share for which that heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, a summons must be issued to all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The summons or acknowledgement of the principal debtor interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by :

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

ARTICLE 14 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

ARTICLE 15 - FALSE DECLARATIONS

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

- **Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in article L 113.8 of the French Insurance Code.**
- **Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.**

ARTICLE 16 - SUPERVISORY AUTHORITY

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