INFORMATION NOTICE

HOW TO CONTACT OUR INSURANCE SERVICE
MIMAT
15 rue des halles - 75001 PARIS
Monday to Friday from 9:00 to 12:00 and from 14:00 to 16:30

Please declare your claim on:
https://nameoftheorganization.claim.meetch.io/travel

In case of difficulty, please use either the two contact methods below to expedite the processing of your case:

- **by chat directly on the website: www.mimat.fr**
- **by email:** contact@meetch.io
- **by post: MIMAT –** 15 rue des halles 75001 paris

Please remember to gather the following information. It will be requested when you call:

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

During the first call, you will be given an insurance case file number. Always remember to have this with you when dealing with our Insurance Service.

TABLE OF COVER

INSURANCE COVER	CEILING
1 / CANCELLATION	
✔ Cancellation for medical reasons Including: - Cancellation due to illness declared in the month before departure in the event of an epidemic or pandemic	€10,000 per person, limited to €40,000 per stay
✔ Cancellation through all random causes	€10,000 per person, limited to €40,000 per stay
2 / STAY INTERRUPTION EXPENSES (in case of early return)	
✔ Reimbursement of unused ground services pro-rata temporis (excluding transport) (B)	€10,000 per person

ARTICLE 1 - DEFINITIONS AND SCOPE OF APPLICATION

Attack
Any act of violence, constituting a criminal or unlawful attack on persons and/or property in the country in which you are staying, intended to seriously disturb 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 it to be a single coordinated action, it will be considered to be a single event.

Beneficiary
An individual or group of individuals duly insured under this policy and hereinafter referred to as "you".

Claim
An event of a random nature that gives rise to a claim for the cover in this contract.

COM
The term "COM" refers to the Collectivités d'Outre-Mer, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy.

Domicile
A domicile is considered to be 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 domicile is the tax domicile.
DOM-ROM, COM and sui generis communities
Guadeloupe; Martinique, French Guiana, Reunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Barthelemy, New Caledonia.

DROM
DROM refers to the French Overseas Departments and Regions, i.e. Guadeloupe, Martinique, French Guiana, Reunion and Mayotte.

Duration of cover
- The "Cancellation" cover takes effect on the day you take out the insurance contract and expires on the day you leave on your trip.
- The duration of validity of the other cover corresponds to the dates of the stay indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.

Epidemic
The abnormally high incidence of a disease during a given period and in a given region.

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

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

Events covered by insurance

Depending on the products subscribed to:

- Ç Cancellation
- Ç Interruption of stay

Excess
The portion of the insurance claim that the Beneficiary must pay under the contract in the event of compensation following a claim. The excess can be expressed as an amount, a percentage, a day, an hour, or a kilometre.

Family members
Your legal or de-facto spouse or any person linked to you by a PACS (civil partnership), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, 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, or those of your spouse. They must be domiciled in the same country as you unless otherwise agreed in the contract.

Foreign
A country outside your country of residence.

Group
All the participants listed on the same registration form for the trip.

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

Illness
A sudden and unforeseeable change in health as determined by a competent medical authority.

Injury
Sudden deterioration of health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority

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

Maximum per event
If the 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 shall, in any event, be limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

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

Natural disaster
The abnormal intensity of a natural element not arising from 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.

Nullity

Any fraud, falsifications or false declarations and false testimonies likely to implement the cover provided for in the agreement shall result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

Pandemic
An epidemic that spreads over a large area, 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 event giving rise to the claim took place.

Performance of services
The cover guaranteed by this agreement may only be triggered with the prior agreement of CMAM. Consequently, no expense incurred by the Beneficiaries on their own authority may be reimbursed by THE CMAM.

Quarantine
The isolation of the person, decided by a competent local authority, in case of suspected or confirmed disease to avoid the risk of spreading the disease in the context of an epidemic or pandemic.

Serious bodily injury
Sudden deterioration of health resulting from the sudden action of an external, unintentional cause on the part of the victim, as determined by a competent medical authority, leading to the issue of a prescription for medication for the benefit of the patient and implying the cessation of all professional or other activity.

Serious illness
Sudden and unforeseeable deterioration of health established by a competent medical authority leading to the issuance of a prescription for medication for the patient's benefit and involving the cessation of all professional or other activities.

Territorial status
The entire world.

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

We take care of
We finance the service.

We, the Insurer
LA CAISSE MEUSIENNE D'ASSURANCES MUTUELLES
(CMAM)

Mutual insurance company with variable contributions against accidents and other risks. Private company governed by the insurance code. Head office located at 22 rue Nève, C.S. 40056 - BAR LE DUC CEDEX, ACPR approval number 04170403, SIREN number 311 765 305, in the person of its legal representatives

Hereinafter: the "Insurer"

ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

1/ CANCELLATION FOR ALL RANDOM CAUSES

CANCELLATION FOR MEDICAL REASONS

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

- **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), serious bodily injury or death, including the consequences, after-effects, complications or aggravation of an illness or accident, observed before the underwriting of 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 purchase,
  - the person designated at the time of taking out the present contract, responsible during your trip for looking after or accompanying on holiday your minor children, or a disabled person living under your roof, provided that there is a hospitalisation of more than 48 hours or death.

- **Pregnancy complications up to the 32nd week.**
  - and which result in the absolute cessation of all professional or other activity and provided that at the time of departure you are not more than 6 months pregnant or,
  - if the nature of the trip itself is incompatible with the state of pregnancy, provided that you were not aware of your condition at the time of your booking.

- **Denial of boarding due to a temperature reading** of the Beneficiary/Insured, **upon arrival at the airport of departure**. (Proof from the transport company that denied you boarding, or from the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

It is your responsibility to establish the reality of the situation that gives rise to the right 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 ALL CAUSES

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

- **Serious material damage** requiring your presence on the day of departure to take the necessary precautionary measures, following a fire, damage by water or natural elements and affecting your private or business premises.

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

- **Your appointment for an organ transplant**, on a date during the planned trip , and provided that the appointment was not known at the time the Contract was taken out.

- **A contraindication to vaccination**, the consequences of vaccination, or the medical impossibility of following a preventive treatment necessary for the destination chosen for your trip, or in connection with your vaccination passport.

- **Serious damage to your vehicle** occurring within 96 hours before departure, and insofar as it can no longer be used to get to the location of your stay/your point of departure.

- **An accident or breakdown of your means of transport** occurring during your pre-travel connections, resulting in a delay of more than two hours, causing you to miss the flight booked for your departure, provided that you have made arrangements to arrive at the airport at least two hours before the boarding deadline.

- **Your economic dismissal** or that of your spouse or de-facto spouse, provided that the procedure had not been initiated at the time of taking out this Contract and/or that you were not aware of the date of the event at the time of taking out the contract.

- **Obtaining salaried employment or a paid internship**, taking effect before or during the dates planned for your trip, while you were registered with Pôle Emploi, provided that it is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.

- **Your imperative, unforeseeable and non-deferrable summons** by an administration on a date during the planned trip, and provided that the summons was not known at the time the Contract was taken out.

- **Your summons**, on a date during the duration of your trip**, to a university resit examination** provided that the failure of the exam was not known at the time of taking out the present Contract.

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

- **Your professional transfer**, non-disciplinary, imposed by your employer, obliging you to move and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of companies, self- employed workers, craftspeople and entertainment workers.**

- **The removal or change of your paid leave date by your employer**. This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of companies, self-employed workers, craftspeople and entertainment workers.** This leave, corresponding to an acquired right, must have been agreed in writing by the employer before the Contract was taken out.

- **Your summons for the adoption of a child** during your insured stay, provided that the summons was not known about at the time the Contract was taken out,

- **Your summons for an in vitro fertilisation** during the period of your insured stay, and provided that the summons was not known when the Contract was taken out.

- **Cancellation due to the separation of the couple** married, in a civil partnership or cohabiting, this guarantee is only acquired on presentation of legal and administrative documents proving the real nature of the separation or common life in the case of cohabitation (divorce proceedings, termination of the PACS (civil union) contract, all documents attesting to the common life of the couple, EDF GDF and TELECOM invoices, joint bank accounts, joint declaration, etc.…).

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

- A riot, an attack, an act of terrorism, pollution following an industrial accident or an epidemic area or

natural disasters occurring in France.

You are covered if both of the following conditions are met:

- The event has resulted in property damage and bodily injury in the destination city or cities of your trip or within a 50 km radius of the holiday destination.
- 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 area concerned in the 30 days before taking out the contract; the event must occur after taking out the contract.

• A carrier strike, provided that the strike takes place in France, that notice is given 48 hours before the start of the trip and that the Insured has no other means of transport to the location of your stay.

You are also covered, up to the limit indicated in the Table of Cover, for **any other random event, whatever it may be, constituting an immediate, real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. Random event means any sudden, unforeseeable circumstance beyond the control of the person insured that justifies the cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

THE AMOUNT OF THE COVER

The compensation paid in the application of this Contract may in no case exceed the price of the trip declared at the time of taking out this Contract and within the limits provided for in the Table of Cover.
We will reimburse you the amount of the cancellation fee charged in accordance with the cancellation schedule listed in the travel agency's terms and conditions.
Administrative fees, gratuities, visa fees, tourist taxes and the premium paid for this contract are not refundable.

HOW LONG DO YOU HAVE TO MAKE A CLAIM?

Two steps

1/ As soon as the illness first appears or as soon as you become aware of the event giving rise to the cover, you must **notify your travel agency IMMEDIATELY.**

If you cancel the trip at a later date with your travel agency, we will only reimburse you for the cancellation fee from the date of the contraindication established by a competent authority, in accordance with the cancellation schedule set out in the travel agency's special terms and conditions of sale.

2/ On the other hand, you must make the claim with **MIMAT-https://nameoftheorganization.claim.meetch.io/travel - 15 rue des halles - 75001 PARIS**, within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your written declaration of a claim must be accompanied by:

- in the event of illness or accident, a medical certificate and/or a hospitalisation report specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in case of death, a certificate and the civil status form,
- in all other cases, all supporting documents justifying the reason for your cancellation.

You must provide MIMAT with the documents and medical information necessary to process your application. If you do not have these documents or information, you will need to obtain them from your treating physician and send them to MIMAT. You must also provide any information or documents that may be requested to justify the reason for your cancellation.
In addition, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object without a legitimate reason, you will lose your rights to cover.

WHAT WE EXCLUDE

Cancellation cover does not include circumstances where leaving is impossible due to border closure, material organisation, the conditions of the accommodation or the safety of the destination.

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

- **An event, illness or accident that was first observed, has relapsed, worsened or caused hospitalisation between the date the stay was purchased and the date the insurance contract was taken out,**
- **Any circumstance that is detrimental to mere enjoyment,**
- **Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in-vitro fertilisation and their consequences,**
- **Forgetting to vaccinate,**
- **Default of any kind, including financial default, on the part of the carrier making performance of its contractual obligations impossible,**
- **Any medical event the diagnosis, symptoms or cause of which are of a mental, psychological or psychiatric nature, and which have not resulted in hospitalisation for more than three consecutive days subsequent to taking out this present Contract,**
- **Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,**
- **The consequences of criminal proceedings concerning you,**
- **Any other event occurring between the date of taking out the insurance contract and the departure date for your trip**
- **Any event occurring between the date of booking the trip and the date of taking out the insurance contract.**
- **The absence of unforeseen circumstances,**
- **From an intentional and/or legally reprehensible act, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medication and treatments not prescribed by a doctor,**
- **Due merely to the fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,**
- **From an act of negligence on your part,**
- **Any event for which the travel agency could be held liable under the Tourism Code in force,**
- **Failure, for any reason whatsoever, to present documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the case of theft of the passport or identity card within 48 hours prior to departure.**

2/ COSTS OF INTERRUPTION OF STAY

Following the interruption of your stay, we will reimburse you and the members of your family who are members or of a person who is a member under this contract and who is accompanying you the cost of the

stay already

paid and not used (not including transport) on a pro-rata basis, starting from the night following the event leading to the interruption of your stay.

Similarly, if a member of your family who is not participating in the trip suffers a serious illness, a serious physical accident or death, and you have to interrupt your stay, we will reimburse you and your family members who are members or a person accompanying you, on a pro-rata basis, the cost of the stay already paid and not used (excluding transport) from the night following the date of the early return.

We also act in the event of theft, 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 protective measures, we will reimburse you and the members of your family who are members or a person accompanying you, on a pro-rata basis, for the cost of the stay that has already been paid for and not used (excluding transport) as from the night following the date of the early return.

Please declare your claim on:
https://nameoftheorganization.claim.meetch.io/travel

WHAT WE EXCLUDE

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

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

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must declare your claim to **MIMAT 15 rue des halles - 75001 PARIS**, within five working days of becoming aware of it, except in the event of force majeure. After this period, if we suffer damage due to the late declaration, you lose all rights to compensation.

You must send us all the necessary documents to process your application and thus prove the validity and the amount of the claim.
In all cases, you must provide:

- the original detailed invoices from the tour operator showing the land-based and transport services,
- The invoice for the trip or the registration form from the agency,
- The certificate or proof from the Assistance company confirming the date of repatriation or early return and the reason for it,
- Any other document that we deem necessary for the investigation of the application.

If the necessary medical information is not communicated to our medical adviser , the file cannot be settled.

ARTICLE 3 - GENERAL EXCLUSIONS

These do not give rise to any action on our part:

- **Services that have not been requested during the trip or that have not been organised by us or in agreement with us do not give any right to reimbursement or compensation after the event,**
- **Meal and hotel costs, except those specified in the text of the cover document,**
- **Damage caused intentionally by the Beneficiary and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,**
- **The amount of the damages and their consequences,**
- **The use of narcotics or drugs not prescribed medically,**
- **Being under the influence of alcohol,**
- **Customs duties,**
- **Participation as a competitor in a competitive sport or a rally giving the right to a national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for such competitions,**
- **The professional practice of any sport,**
- **Participation in competitions or endurance or speed events and their preparatory tests, on board any land, water or airborne means of locomotion,**
- **The consequences of non-compliance with the recognised safety rules related to the practice of any recreational sports activity,**
- **Expenses incurred after the return from the trip or the expiry of the cover,**
- **Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,**
- **Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,**
- **Official prohibitions, asset seizures or restraints by law enforcement officers,**
- **The use by the Beneficiary of air navigation devices,**
- **The use of the tools of war, explosives and firearms,**
- **Damage resulting from an intentional or fraudulent misconduct on the part of the Beneficiary in accordance with Article L 113-1 of the Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage taking,**
- **The decay of an atomic nucleus or any radiation from an energy source of a radioactive nature.**

The Insurer shall in no circumstances be held liable for failures or delays in the performance of its obligations resulting from 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 decay of an atomic nucleus, the explosion of 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, or their consequences.

ARTICLE 4 - HANDLING OF COMPLAINTS

In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to make it known to MIMAT by writing to reclamation@mimat.fr or by writing to MIMAT - Service Réclamations (Complaints department)
– 15 rue des halles - 75001 PARIS for the insurance coverage listed below:

- Cancellation
- Costs of interrupting your stay

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

CMAM
Service Réclamation (Complaints department) CMAM - 22 rue Nève, C.S. 40056
BAR LE DUC CEDEX

CMAM will acknowledge receipt of your letter within 15 working days. It will be processed within two months at most.

If the disagreement persists, you can refer the matter to the Médiation de l'Assurance (insurance mediation) by post to:

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

ARTICLE 5 - DATA COLLECTION

The Beneficiary acknowledges that he/she understands that the Insurer processes his/her personal data in accordance with the regulations in effect relating to the protection of personal data and that, furthermore:

- answering the questions asked is obligatory and in the event of false declarations or omissions, the consequences for him/her may be the nullity of the contract (Article L 113-8 of the Insurance Code) or reduction of the compensation (Article L 113-9 of the Insurance Code),

- Processing personal data is necessary for taking out and executing the contract and its cover, for the management of commercial and contractual relationships, or the execution of legal, regulatory or administrative provisions in force.

- The data collected and processed are kept for the time necessary to fulfil the contract or legal obligation. These data are then archived in accordance with the time limits laid down in the provisions related to the statute of limitations.

- The recipients of the data concerning the Beneficiary are, within the limits of their remit, the Insurer's departments in charge of the conclusion, management and execution of the insurance contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers within the context of the exercise of their duties.

They may also be sent, if necessary, to professional bodies as well as to all persons involved in the contract, such as lawyers, experts, officers of the court and judicial officers, trustees, guardians and investigators.

Information concerning him/her may also be transmitted to the Subscriber, as well as to all persons recognised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities, and all public bodies authorised to receive them, as well as to the departments in charge of control such as the statutory auditors, other auditors and services in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the monetary and financial code in terms of the fight against money laundering and the financing of terrorism and, as such, implements a contract monitoring process that may lead to the drafting of a declaration of suspicion or an asset freezing measure.

Data and documents concerning the Beneficiary are kept for five (5) years from the closing of the contract or the termination of the relationship.

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

This inclusion may result in lengthening the examination of the case or even reducing or refusing the benefit of a right, a benefit, a contract or a service offered.

In this context, personal data concerning him/her (or concerning the persons party to or with an interest in the contract) may be processed by any authorised persons acting within the Insurer Group organisations in the context of the fight against fraud. These data may also be intended for the authorised personnel of organisations directly concerned by a fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, officers of the court, relevant ministries; third-party organisations authorised by a legal provision and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data are 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 closing of the fraud case or until the end of the legal proceedings and the applicable statute of limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them are deleted after five (5) years from the date of their placement on the list.

- In its capacity as Insurer, the insurer is entitled to process data relating to offences, convictions and security measures either at the time of taking out the contract or during its execution or in the context of managing disputes.

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

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

- The Beneficiary has the right, by proving his/her identity, to access, rectify, delete and oppose the data processed. He/she also has the right to request that the use of his/her data be limited when it is no longer necessary, or to recover, in a structured format, the data he/she has provided when it is necessary for the contract or when he/she has consented to the use of such data.

He or she has the right to set out guidelines for what should happen to his/her data after his/her death. Whether general or specific, these guidelines relate to the conservation, deletion, and communication of his/her data after his/her death.

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

- by post: by writing to the following address: Délégué représentant à la protection des données (Data protection officer) –
  CMAM - 22 rue Nève, C.S. BAR LE DUC CEDEX

Having made a request to the Data Protection Officer without receiving satisfaction, he/she has the option of referring the matter to the CNIL (French data protection authority).

ARTICLE 6 - SUBROGATION

CMAM is subrogated to the extent of the compensation paid and the services provided by it to the rights and actions of the Beneficiary against any person responsible for the actions that led to its intervention. When

another company or institution wholly or partially covers the services provided in execution of the agreement, CMAM is subrogated to the rights and actions of the Beneficiary against this company or institution.

ARTICLE 7 - LIMITATION PERIOD

In application of article L 114-1 of the Insurance Code, any actions deriving from the present contract are subject to a time limitation period up to two years from the event that gave rise to them. This period is extended to ten years for death cover, with the beneficiaries' actions being subject to statutory limitation at the latest thirty years after the event.

However, this period commences only:

- in case of non-disclosure, omission, or false or inaccurate declaration concerning the risk incurred, 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 prove that they were unaware of it previously.

When the Insured's action against the Insurer is based on recourse to a third party, the limitation period shall run only from the date the third party took legal action against the Insured or was compensated by the latter.

This limitation period may be suspended, in accordance with Article L 114-2 of the Insurance Code, by one of the following ordinary causes of suspension:

- the recognition by the debtor of the rights of the party against whom he/she was making a claim (Article 2240 of the Civil Code);
- an application to the courts, even in summary proceedings, until the proceedings are terminated. The same applies where the claim is brought before a court which lacks jurisdiction or where the act of bringing the claim before the court is cancelled due to a procedural irregularity (Articles 2241 and 2242 of the Civil Code). The suspension is null and void if the applicant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the Civil Code).

It should be noted that:

The questioning of one of the joint and several debtors through legal proceedings or an enforcement order or the recognition by the debtor of the right of the person against whom he/she could claim inaction suspends the limitation period against all the others, even against their heirs.

Conversely, the questioning of one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgaged debt if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period with regard to the other joint debtors, only in respect of the share for which that heir is liable.

To suspend the limitation period for the whole, with regard to the other joint debtors, notice must be given to all the heirs of the deceased debtor or all the heirs be recognised (Article 2245 of the Civil Code).

The notification given to the principal debtor or his/her acknowledgement suspends the limitation period against the surety (Article 2246 of the Civil Code).

The statutory limitation period may also be suspended by:

- the appointment of an expert following a claim;

- sending a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured in respect of the action for payment of the premium, and addressed by the Insured to the Insurer in respect of the compensation for the claim).

ARTICLE 8 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the first party to act, 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 9 - FALSE DECLARATIONS

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

- **Any non-disclosure or intentionally false declaration on your part invalidates the contract. The premiums paid remain vested with us and we shall 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, where no dishonesty is established, will lead to the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction of the compensation under the Insurance Code as stipulated in article L 113.9.**

ARTICLE 10 - SUPERVISORY AUTHORITY

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

INFORMATION NOTICE
MIMAT OPEN GROUP MULTI-RISK Policy no. 9853

HOW TO CONTACT OUR ASSISTANCE SERVICE
MUTUAIDE ASSISTANCE
126, rue de la Piazza, CS 20010, 93196 Noisy-le-Grand Cedex, France.
24 hours a day - 7 days a week

- **by telephone in France: 01.48.82.63.35**
  (Non-premium rate call, cost varies depending on operator, calls may be recorded)
- **by telephone from abroad: +33.1.48.82.62.56 preceded by the local international network access prefix**
  (Non-premium rate call, cost varies depending on operator, calls may be recorded)
- **by fax: 01.45.16.63.92**
- **by email to: voyage@mutuaide.fr**

To enable us to provide the best possible service, remember to have the following information to hand as it will be requested during your call:

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

During your first call, you will be given an assistance incident number. Always quote this number during any subsequent dealings with our Assistance Service.

INFORMATION NOTICE
MIMAT OPEN GROUP MULTI-RISK Policy no. 9853

HOW TO CONTACT OUR INSURANCE DEPARTMENT

MIMAT - Insurance Department
15 rue des Halles, 75001 Paris, France
Monday to Friday from 9:00 a.m. to midday and 2:00 p.m. to 4:30 p.m. (Paris time)

Please report your claim on remboursement.mimat.upcover.fr
If difficulties arise, please first try the two contact methods suggested below, to optimise the handling of your claim:

- **By chat directly on the website at www.mimat.fr**
- **by email:** contact@mimat.fr
- **By post: MIMAT**, 15 rue des Halles, 75001 Paris, France

Remember to have the following information to hand as it will be requested during your call:

- Your policy number,
- Your full name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your claim.

You will be given an insurance claim number. Always quote this number during any subsequent dealings with our Insurance Department.

TABLE OF COVER	
INSURANCE COVER	**CAP ON COVER**
1 / TRANSPORT DELAYS (A)	(A) Fixed compensation of €50 per hour of delay for a delay longer than 3 hours / Max. €250 per person
2/ BAGGAGE (B)	(B) €2,000 per person
✓ **Valuables** (B1)	(B1) 50% of the cover amount, per person
✓ **Delayed delivery** (>48 hours) (B2)	(B2) Lump-sum compensation of €150 per person
ASSISTANCE COVER	**CAP ON COVER**
1 / REPATRIATION ASSISTANCE	
- **Telephone consultation before departure** (A)	(A) 1 call
- **Repatriation or medical transport (including in the event of an epidemic or pandemic)** (B)	(B) Actual costs
- **Repatriation of children under 16 years of age** (C)	(D) Return transport ticket *
- **Visit by a relative** (D)	(D) Return transport ticket *+ Hotel expenses €80 per night / Max. 10 nights
- **Extension of stay** (E)	(E) Hotel expenses €150 per person per night / Max. 14 nights
- **Medical expenses outside the country of residence (including in the event of an epidemic or pandemic)** (F) ✓ Dental care (F1)	(F) €300,000 (F1) €300
- **Repatriation of bodies** ✓ Repatriation of the body (G1) ✓ Funeral expenses necessary for transport (G2)	(G1) Actual costs (G2) €2,300
- **Death formalities** (H)	(H) Return transport ticket *+ Hotel expenses €100 per night / Max. 3 nights
- **Early return** (I)	(I) Return leg only transport ticket *
- **Return prevented** (J)	(J) €1,000 max. per person and €50,000 max.

	per group + Hotel expenses €80 per night / Max. 14 nights
- **Hotel expenses when quarantined** (K)	(K) Hotel expenses €80 per night / Max. 14 nights
- **Illness or accident affecting a minor child or child with a disability (at home)** (L)	(L) Transport costs
- **Legal assistance abroad** ✓ Advance of bail (M1) ✓ Payment of legal fees (M2)	(M1) €15,000 (M2) €3,000
- **Search and rescue costs** (N)	(N) €5,000 per person / Max €25,000 per event
- **Advance of funds (abroad only)** (O)	(O) €1,500
- **Cost of a local telephone package** (P)	(P) Up to €80
- **Psychological support when quarantined** (Q)	(Q) 6 sessions per event
- **Emergency supplies** (R)	(R) €100 max. per person and €350 max. per family
2 / ADDITIONAL PERSONAL ASSISTANCE	
- **Delivery of medication** (a)	(a) Delivery charges
- **Home shopping delivery** (b)	(b) 15 days maximum and 1 delivery per week
- **Home help** (c)	(c) If confined to the home longer than 5 days or hospitalised for more than 2 days: 25 hours spread over 4 weeks
- **Childcare** (d)	(d) Actual costs / Maximum 20 hours
- **Educational support for children under 18 years of age** (e)	(e) 8 hours per week for 2 weeks maximum
- **Care for pets** (f)	(f) €200
3 / VEHICLE ASSISTANCE	
- **Breakdown service / towing** (A)	(A) €200

* by first class train or economy class flight

ARTICLE 1: DEFINITIONS AND SCOPE OF THE POLICY

We, the Insurer
MUTUAIDE ASSISTANCE of 126, rue de la Piazza, CS 20010, 93196 Noisy le Grand Cedex, France. Public limited company [Société Anonyme] with capital of €12,558,240 – Company subject to the French Insurance Code – Regulated by the French Prudential Supervision and Resolution Authority [Autorité de Contrôle Prudentiel et de Résolution] of 4 place de Budapest, CS 92459, 75436 Paris Cedex 09 – Registered under no. 383 974 086 on Bobigny Trade and Companies Register – VAT no. FR 31 383 974 086.

Abroad
Any country other than your country of residence.

Baggage
Travel bags, suitcases, trunks and their contents, excluding the clothes and accessories you are wearing.

Claim
Unpredictable event that triggers the operation of cover under this policy.

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

Covered vehicle (in respect of vehicle assistance)
The vehicle, of which you are the owner, that you use to travel from your home to the location of your stay, while you are in situ during your covered trip, and on the return trip from the location of your stay to your home at the end of your trip.

Definition of personal assistance
Personal assistance includes all the policy benefits provided in the event of illness, injury or death of covered persons during a covered trip.

Definition of vehicle assistance
Vehicle assistance includes all the policy benefits provided following the immobilisation or deprivation of the covered vehicle as the result of an event covered by the policy.

Duration of cover
The validity period for the other cover corresponds to the dates of travel indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.

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

Essentials
Clothing and toiletries enabling you to cope temporarily with the unavailability of your personal belongings.

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

Events covered by insurance
- Transport delays,
- Theft, destruction or loss of baggage, delayed delivery of baggage.

Events covered by personal assistance
Illness, injury or death during a covered trip.

Events covered by vehicle assistance
Breakdown and accident.

Excess
That portion of a claim that is borne by the Insured under the policy in the event of compensation following a claim. The excess can be expressed as a financial amount, a percentage, or in days, hours or kilometres.

Family members
Your spouse or common-law partner or any person in a civil partnership with you, your ascendants or descendants or those of your spouse/partner, your parents-in-law, siblings, 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/partner. They must reside in the same country as you, unless stipulated otherwise in the policy.

French overseas departments & regions
French overseas departments & regions ("DROM") refers to Guadeloupe, Martinique, Guyana, Réunion and Mayotte.

French overseas departments & regions, overseas collectivities and sui generis local authorities
Guadeloupe, Martinique, French Guiana, Réunion, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint-Martin, Saint-Barthélemy, New Caledonia.

Group
The set of participants appearing on a single travel booking form.

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

Injury
A sudden deterioration in health resulting from a sudden action of external cause, unintentional on the part of the victim, confirmed by a competent medical authority.

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

Maximum per event
If cover operates to the benefit of more than one Insured, victims of the same event and insured under the same policy schedule, the Insurer's cover is under all circumstances limited to the maximum amount stipulated under this cover regardless of the number of victims. As a result, the compensation disbursed is reduced and paid in proportion to the number of victims.

Natural disaster
Abnormally intense activity by a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm caused by abnormally intense activity by a natural agent and recognised as such by the public authorities.

Nullity

Any fraud, forgery, misrepresentation or false testimony designed to bring about operation of the cover stipulated in the agreement renders any commitment on our part null and void, and results in the forfeiture of the rights stipulated in said agreement.

Operation of policy benefits
The policy benefits covered by this agreement can be triggered only with the prior agreement of Mutuaide Assistance. Consequently, Mutuaide Assistance will not reimburse any expenditure made by Insureds without prior consultation.

Overseas collectivities
Overseas collectivities ("COM") means French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

Pandemic
An epidemic expanding across a vast territory, crossing borders and described as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the claim arose.

Quarantine
Isolation of the individual, in the event of suspected or actual illness, ordered by a competent local authority, to avoid the risk of spreading said illness in an epidemic or pandemic situation.

Residence
The main and usual place of residence in France, in the French overseas departments & regions, overseas collectivities or the sui generis local authorities, or in Europe. In the event of a dispute, the tax domicile is deemed to be the place of residence.

Serious bodily injury
A sudden deterioration in health resulting from the sudden action of an external cause, unintentional on the part of the victim, confirmed by a competent medical authority and leading to the issuance of a prescription for the patient to take medication, and entailing the cessation of any professional or other activity.

Serious illness
A sudden and unforeseeable decline in health confirmed by a competent medical authority and leading to the issuance of a prescription for the patient to take medication, and entailing the cessation of any professional or other activity.

Territorial coverage
Worldwide.

Terrorist attack
Any act of violence constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, intended to seriously disrupt public order by means of intimidation and terror, and which is covered by the media.
A "terrorist attack" must be identified as such by the French Ministry of Foreign Affairs or the Ministry of the Interior.
If more than one terrorist attack takes place on the same day in the same country, and if the authorities consider it to be a single coordinated action, the event will be considered as one and the same event.

Valuables
Pearls, jewellery, watches, furs, any device designed to reproduce sound and/or images and their accessories, hunting rifles, fishing equipment, and laptops.

We organise
We take the necessary steps to provide you with policy insurance benefits.

We pay the cost

We pay for the policy benefit.

ARTICLE 2 – DESCRIPTION OF THE INSURANCE COVER

1 / TRANSPORT DELAYS

If you are delayed by more than 3 hours in relation to the time stipulated in your sales contract, we will reimburse you a lump sum, capped at the amount indicated in the Table of Cover.

Such payments can be aggregated if you are delayed on the outbound journey, return journey or on a journey during the covered trip.

CONDITIONS UNDER WHICH COVER IS GRANTED

Cover operates provided that the covered trip has been taken.

Cover applies to outbound and/or return journeys on:
- scheduled flights, trains and boats operated by companies the timetables of which are published,
- outbound charter flights, the times of which are shown on the outward ticket,
- return charter flights: confirmed flight time communicated by travel agency.

In the event of a dispute, the "ABC World Airways Guide" is deemed the authoritative reference to determine the timings of flights and connections.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must:

- Notify our Insurance Department as soon as possible and no later than 15 days after your return. If this deadline is not met and we suffer loss or harm as a result, you will lose all entitlement to compensation.

- Provide our Insurance Department with:
- Tickets and the corresponding purchase invoice, boarding pass stubs,
- A statement confirming the delay, produced and officially stamped by the transport company or its representative. This statement must include the scheduled arrival time at the destination, the actual arrival time, and it must be in your name if you are unable to provide your boarding card stub or proof that you were on board,
- Any other documentary evidence you might be asked to supply.

IMPORTANT NOTE:
If you fail to meet the obligations listed above, it will be impossible to establish the fact of the transport delay and you may therefore not receive any compensation. Furthermore, if you knowingly misrepresent a claim, act under false pretences or make use of inaccurate documentation, you will forfeit any entitlement to compensation.

WHAT WE EXCLUDE

In addition to the exclusions common to all insurance, delays as a result of the following are also excluded:

- **Weather conditions,**
- **A state of civil or foreign war in the covered flight's country of departure, transfer or arrival,**

- **You are denied boarding on the originally scheduled trip by the accredited body,**
- **You are denied boarding on the transport covered,**
- **Flights you have not confirmed beforehand,**
- **Cancellation of the journey on which your booking was confirmed, regardless of the reason,**
- **You are denied boarding after failing to meet the passenger or baggage check-in deadline or arriving late at the departure gate,**
- **A decision by the airport authorities, civil aviation authorities or other authorities to change departure times when this occurs more than 24 hours before the date of the outbound or return journey shown on your ticket.**

It is incumbent upon us to prove that the transport delay is the result of one of the events listed above, except for foreign war where, pursuant to the provisions of the French Insurance Code, it is incumbent upon you to prove that the transport delay is the result of an event other than the state of foreign war.

2/ BAGGAGE

We cover you, up to the amount indicated in the Table of Cover, for your luggage, property and personal effects, either taken with you or purchased during your trip, outside of your main or secondary place of residence, in the event of:

- theft,
- total or partial destruction,
- loss while being conveyed by a transport company.

DELAYED DELIVERY OF YOUR BAGGAGE

If your baggage is not returned to you at the destination airport (on the outbound journey) but is returned to you more than 48 hours late, we will reimburse you, upon presentation of supporting documents, for essentials, up to the amount indicated in the Table of Cover.

However, reimbursement of this kind cannot be combined with other compensation under the BAGGAGE cover.

WHAT ARE THE CAPS ON OUR COVER?

For valuables, under no circumstances can the reimbursement amount exceed the figure indicated in the Table of Cover.

Furthermore, the items listed above are covered only against aggravated theft that is duly reported as such to a competent authority (police, transport company, ship's purser, etc.).

- Theft of jewellery is covered ONLY when it is placed in a safe or being worn or carried on your person.
- Theft of any sound and/or image reproduction equipment and accessories is covered ONLY when they are placed in a safe or being carried on your person.

If you use a private car, theft is covered provided that your baggage and personal effects are locked in the vehicle's boot and out of sight. Such theft is covered only if the vehicle is broken into.

If the vehicle is parked on the public highway, cover applies only between 7 a.m. and 10 p.m.

WHAT WE EXCLUDE

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

- **Theft of baggage and personal effects and property left unattended in a public place or stored in premises where access is shared by more than one person,**
- **Theft of any sound and/or image reproduction equipment and accessories when they have not been placed in a locked safe, or being carried on your person; this means that they are not covered when in the custody of a transport company or carrier of any kind whatsoever (airline, shipping or railway company, road haulage, etc.).**
- **Loss (other than by a transport company), trading or exchange, forgetfulness,**
- **Theft with no break-in, duly noted and reported by an authority (police, transport company, ship's purser, etc.),**
- **Accidental damage due to the leaking of liquids, fats, dyes or corrosive substances contained in your baggage,**
- **Confiscation of property by competent authorities (customs or police),**
- **Damage caused by moths and/or rodents, and burns from cigarettes or a non-incandescent heat source,**
- **Theft from any vehicle without a boot,**
- **Sales representatives' collections and samples,**
- **Theft, loss, forgetting or damage to cash, documents, books, transport tickets and credit cards,**
- **Forgotten, lost or damaged official documents: passport, identity card, residence permit, vehicle registration document and driving licence,**
- **Theft of jewellery when it has not been placed in a locked safe, or is not being worn or carried; this means that jewellery is not covered when in the custody of a transport company or carrier of any kind whatsoever (airline, shipping or railway company, road haulage, etc.).**
- **Breakage of fragile items such as porcelain, glass, ivory, pottery and marble,**
- **Indirect loss or harm such as depreciation in value and loss of use,**
- **The following items: any prosthesis or prosthetic fitting of any kind, trailers, marketable securities, paintings, glasses (spectacles), contact lenses, keys of any kind, documents recorded on tapes or films, any professional/work-related equipment, mobile phones, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, beauty products and photographic film.**

HOW MUCH DO WE PAY OUT?

The amount indicated in the Table of Cover constitutes the maximum reimbursement for all claims arising during the term of the policy.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or loss while being conveyed by a transport company, you will be compensated upon presentation of documentary evidence, based on the cost of replacement by equivalent items of the same kind, minus wear and tear**.**

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the baggage or valuables. For the following year, the reimbursement will equal 75% of the purchase price. For subsequent years, the value will be reduced by a further 10%.

In the event of theft, you will be compensated upon presentation of documentary evidence, based on the cost of replacement by new equivalent items of the same kind.

The proportional rule on payouts stipulated in Article L.121-5 of the French Insurance Code does not apply under any circumstances.

Any compensation that might be obtained from the transport company and the excess amount are both deducted from our reimbursement payment.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your claim submission much reach MIMAT - Insurance Department within five working days, except in cases of unforeseeable circumstances or force majeure; if this deadline is not met and we suffer loss or harm as a result, you will lose all entitlement to compensation.

The claim submission must be accompanied by the following:

- ✓ in the event of theft, a record of the crime being reported to a competent authority (police, transport company, ship's purser, etc.) in the event of theft during the trip or items lost by a transport company,
- ✓ the statement of loss or destruction drawn up with the carrier (sea, air, rail, road) when baggage or items have been lost, damaged or stolen while in the legal custody of the transport company,
- ✓ a copy of the list of items reported damaged or stolen as supplied to the transport company,
- ✓ the letter from the airline or transport company stating the compensation that was paid to you,
- ✓ originals of documentary evidence of purchase of the damaged or stolen items,
- ✓ in the event of late delivery of baggage, the incident report issued by the transport company, and the delivery note showing the eventual delivery date and time.

Failure to present these documents will result in forfeiture of your entitlement to compensation.
The cover amounts cannot be deemed evidence of the value of the property for which compensation is claimed, nor evidence of the existence of such property.
You are required to prove, by any means available to you and any documents in your possession, the existence and value of these items at the time of the claim, and the extent of the loss or damage in the claim.
If you knowingly make use of inaccurate documentation, act under false pretences or misrepresent the facts when providing evidence for a claim, you will forfeit any entitlement to compensation, without prejudice to any legal action that we might then be entitled to take against you.

WHAT HAPPENS IF YOU SUBSEQUENTLY RETRIEVE ALL OR SOME OF YOUR BAGGAGE, PROPERTY OR PERSONAL EFFECTS?

You should notify MIMAT - Insurance Department immediately by registered post as soon as you find out:

- if we have not yet paid your claim, you must take back possession of said baggage, property or personal effects; we are then only liable to pay for any damaged or missing items.

- if we have already paid your claim, you are to choose one of the following options, within 15 days:

  - ✓ either to relinquish ownership of said baggage, property or personal effects to us,
  - ✓ or to take back possession of said baggage, property or personal effects, and to return to us any claim payment you have received, minus, if appropriate, a sum to compensate for any damaged or missing items.

If you fail to make your choice within 15 days, we will assume you have chosen to relinquish title to us.

ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANCE COVER

TELEPHONE CONSULTATION BEFORE DEPARTURE

To request any information useful to the organisation and the smooth running of your trip, you can contact us before departure, 24 hours a day, 7 days a week.
Such information relates to the following areas.

Health information: Health, Hygiene, Vaccinations, Precautions to be taken, Primary Hospital Centres, Advice for women, Time differences, Travelling with pets.

We are also available for any information you might need if a trip takes place during an epidemic or pandemic. If need be, we will put you in touch with one of our doctors.

This information is given over the telephone and is not confirmed in writing or by sending documents.

Information services are provided between 8:00 a.m. and 7 p.m. and within the time scales typically necessary to satisfy requests.

However, regardless of the time of the call, we receive and log your requests and contact details so we can call you back to give you the answers required.

REPATRIATION OR MEDICAL TRANSPORT

If you are injured or taken ill, including falling victim to an epidemic or pandemic, during a covered trip, we organise and pay for your repatriation, either to your home or to a hospital near your home.

Medical requirements are the only factors taken into consideration when deciding the date of repatriation, the choice of means of transport and the hospitalisation location.

The decision to repatriate is taken by our medical officer, after consulting the primary care physician in the case, and possibly your family doctor.

During your repatriation, and if recommended by our medical officer, we also organise and pay for the transport of an accompanying person.

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

REPATRIATION OF CHILDREN UNDER 16 YEARS OF AGE

If you are ill or injured and no one is able to care for your children under 16 years of age, we organise and pay for the return trip by first class train or an economy class flight for a person of your choice or one of our hostesses to return them to your home or that of a member of your family.

VISIT BY A RELATIVE

In the event you are hospitalised *in situ* after a decision by our medical team, before your medical repatriation, for a period of more than 5 days, we organise and pay for return transport (by first class train or an economy class flight) for a member

of your family residing in the same country as you, plus their accommodation expenses (room and breakfast), in order for them to come and visit you in hospital.

Our cover for this accommodation is capped at the amount indicated in the Table of Cover.

The individual concerned shall, under all circumstances, pay for all other meals and other expenses.

EXTENSION OF STAY

You are hospitalised during a covered trip and our doctors believe that it is necessary for such hospitalisation to last beyond your original return date.

We pay the accommodation costs (room and breakfast) of your beneficiary family members or an insured accompanying person to stay while you are in hospital, up to the amount indicated in the Table of Cover.

Medical requirements are the only factors taken into consideration when granting this cover.

The individual concerned shall, under all circumstances, pay for all other meals and other expenses.

This cover cannot be combined with the "Visit by a relative" cover.

MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)

When medical expenses (including for illness related to an epidemic or pandemic) have been incurred with our prior agreement, we will reimburse you the portion of such expenses that have not been covered by any insurance organisations to which you are affiliated.

Our cover only applies once any reimbursements have been made by the aforementioned insurance organisations, minus the excess figure indicated in the Table of Cover, and provided that you supply original documentary evidence of reimbursement from your insurance company.

This reimbursement covers the costs listed below, provided that they relate to care received by you outside your country of residence following an illness or accident occurring outside your country of residence.
In such cases, we will reimburse the amount of expenses incurred up to the maximum amount indicated in the Table of Cover.

If the insurance organisation to which you are affiliated does not cover the medical expenses incurred, we will reimburse the costs incurred up to the cap indicated in the Table of Cover, subject to your supplying the original invoices for medical expenses and a statement confirming non-payment issued by the insurance organisation.

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

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

- medical fees,
- costs of medication prescribed by a doctor or surgeon,
- ambulance costs when a doctor prescribes transport to the nearest hospital, only in the event insurance organisations refuse to cover this cost,

- hospitalisation costs, provided that you are deemed unable to be transported after a decision by the Assistance service doctors, taken after obtaining information from the local doctor (hospitalisation costs incurred from the day when we are able to repatriate you are not covered),
- emergency dental costs (capped at the amount indicated in the Table of Cover, no excess is applied).
- PCR test costs, if the test is positive.

EXTENSION TO POLICY BENEFITS: ADVANCE FOR HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)

We may, within the caps on cover stipulated above, advance you hospitalisation costs that you are obliged to incur outside your country of residence, if all the following conditions are met:

- the Mutuaide Assistance doctors must be of the opinion, after gathering information from the local doctor, that it is impossible to repatriate you to your country of residence in the immediate future,
- the care to which the advance applies must be prescribed in agreement with the Mutuaide Assistance doctors,
- you, or any person authorised by you, must formally undertake the following (by signing a specific document supplied by Mutuaide Assistance when this policy benefit is provided):
    - to take steps to have the costs paid by insurance organisations within 15 days of the date on which Mutuaide Assistance sends the information needed to follow such procedures,
    - to reimburse Mutuaide Assistance any sums received from insurance organisations in this respect within one week of receipt of same.

We will be responsible solely for costs not covered by insurance organisations, capped at the amount of cover stipulated under the “Medical expenses" policy benefit. You must provide us with a statement confirming non-payment issued by these insurance organisations, within one week of receipt.

To protect our subsequent rights, we reserve the right to ask you or your beneficiaries for a signed undertaking that commits you to following the necessary procedures with social security bodies and reimbursing us the sums received.

I**f you fail to complete the procedures for application of cover with the insurance organisations within the relevant deadlines, or if you fail to submit the statement(s) confirming non-payment to Mutuaide Assistance on time, you cannot claim the “Medical expenses" benefit under any circumstances, and you must reimburse all hospitalisation costs advanced by Mutuaide Assistance, which will initiate, if need be, any appropriate debt collection procedure, the cost of which will be borne by you.**

REPATRIATION OF BODIES

If you die during a covered trip, we organise the repatriation of your body to the location of the funeral in your country of residence.

In this regard, we are financially responsible for:

- ✓ The costs of transporting the body,
- ✓ The costs brought about by the conservation required by applicable legislation,
- ✓ Costs directly incurred to transport the body (handling, specific transport arrangements, packaging) up to the amount indicated in the Table of Cover.

DEATH FORMALITIES

If the presence *in situ* of a family member or close relative of the deceased proves to be essential in order to identify the body and complete the formalities for repatriation or cremation, we organise and pay for return transport by first class

train or an economy class flight, plus the accommodation expenses (room and breakfast) incurred on behalf of this person up to the amount indicated in the Table of Cover.

The family of the deceased is to pay all other costs.

EARLY RETURN

If you are obliged to cut your trip short under the circumstances listed below, we will pay the additional transport costs incurred by you and those of your beneficiary family members or a person accompanying you and insured under this policy, if the tickets that were anticipated to be used for your and their return cannot be used as a consequence of the event in question; these additional costs will be based on the price of a first class train ticket or an economy flight.

Our cover applies in the event of:

- hospitalisation of a member of your family, a person responsible for caring for your minor child and/or child with a disability who has remained at home, or of a workplace replacement for you,
- death of a member of your family, of a person responsible for caring for your minor child and/or child with a disability who has remained at home, or of a workplace replacement for you,
- a serious incident affecting your primary residence in your country of residence.

RETURN PREVENTED

Your flight has been cancelled as a result of restrictions on the movement of populations imposed by the local government or airlines during an epidemic or pandemic.
If you are obliged to extend your stay, we will organise and pay for hotel expenses (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Cover.

We organise and pay for your repatriation home, up to the cap stated in the Table of Cover.

HOTEL EXPENSES WHEN QUARANTINED

If you are obliged to extend your stay because you are quarantined, we will organise and pay for hotel expenses (room and breakfast) and those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Cover.

ILLNESS OR ACCIDENT AFFECTING A MINOR CHILD OR CHILD WITH A DISABILITY (AT HOME)

Your minor child or child with a disability, who has remained in your home country, has a serious illness or is involved in a serious accident.

We pay the cost of transporting them by ambulance to the hospital appropriate to their state of health (the person responsible for looking after the children must have your written authorisation) and their return home in your home country, up to the limit indicated in the Table of Cover.

LEGAL ASSISTANCE ABROAD

In the event you are subject to legal proceedings, incarcerated for involuntary non-compliance with or violation of local laws and regulations, during a covered trip outside your country of residence.

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

Such an advance must be reimbursed to us within one month of our request for the reimbursement. If the bail money is reimbursed to you by the authorities in the country before this deadline, it must be reimbursed to us immediately.

We may reimburse you, up to the amount indicated in the Table of Cover, the fees of any required legal representatives that you may freely appoint if legal action is taken against you, provided that the allegations are not of a kind to incur criminal penalties according to the laws of the country.

This cover does not apply to legal cases relating to your professional or business activities, or the custody of a motorised land vehicle.

SEARCH AND RESCUE COSTS

We pay the cost of search and rescue at sea, in a desert or in mountains following a life-threatening event, up to the amount indicated in the Table of Cover. Only charges billed by a company duly approved for such activities can be reimbursed.

Under no circumstances do we take the place of local emergency rescue organisations.

ADVANCE OF FUNDS (ABROAD ONLY)

During a covered trip outside your country of residence, your means of payment have been lost or stolen.

Subject to a statement of theft or loss issued by the local authorities, we may grant you an advance of funds up to the amount indicated in the Table of Cover, in exchange for an acknowledgement of debt given to Mutuaide Assistance.

Any such advance is to be repaid to Mutuaide Assistance within 30 days of provision of the funds.

In the event of failure to pay, we reserve the right to initiate any necessary debt collection proceedings.

COST OF A LOCAL TELEPHONE PACKAGE

If you are placed in quarantine during a covered trip outside your country of residence, we pay your costs of taking out a local mobile telephone package, up to the limit indicated in the Table of Cover.

PSYCHOLOGICAL SUPPORT WHEN QUARANTINED

In the event of substantial trauma following an epidemic or pandemic event, we may provide, if you so request, telephone counselling with a psychologist while you are in quarantine, within the limit indicated in the Table of Cover. Such interviews are completely confidential.

Such counselling is not to be confused with psychotherapy from a registered professional. Under no circumstances can this service replace psychotherapy given the physical absence of the caller.

EMERGENCY SUPPLIES

If you find you no longer have enough personal effects available as a result of being quarantined or hospitalised following an epidemic or pandemic, we pay the cost, upon presentation of supporting documents, of essentials up to the value indicated in the Table of Cover.

ARTICLE 4 – DESCRIPTION OF ADDITIONAL PERSONAL ASSISTANCE COVER

If, during your trip, you fall victim to an illness or accident resulting in emergency hospitalisation lasting more than 48 hours and your repatriation, we will provide you with additional services and policy benefits, provided that you make said request within 15 days of your return home.

Such policy benefits are available only in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided you contact us no later than 7 p.m. the previous day.

DELIVERY OF MEDICATION

If you are issued with a prescription requiring the purchase of essential medication when you are unable to travel, we will do what is necessary to find, purchase and bring such medication to your home, subject to its availability in pharmacies, with the prescription that you send us.

We advance the cost of the medication, which you will reimburse to us at the time they are brought to you. We pay the cost of the delivery service.

HOME SHOPPING DELIVERY

When you are unable to travel outside your home we organise and pay the cost of delivery of your shopping, subject to local service availability, within the limit indicated in the Table of Cover.

HOME HELP

If you cannot perform usual household tasks yourself, we find, appoint and pay the cost of household assistance, up to the limit indicated in the Table of Cover.

CHILDCARE

If you have children under 16 years of age at your home:

We organise and pay the cost of their childcare at your home address between 7 a.m. and 7 p.m., subject to local service availability and up to the duration indicated in the Table of Cover. If no relative is available, the person responsible for your children’s childcare will be able to take them to school or nursery and return to collect them.

CARE FOR PETS

If, following an accident or illness, you are unable to care for your pets (dogs and cats), we organise and pay the cost of care for your pets, subject to local service availability, up to the duration indicated in the Table of Cover, and provided they have received all mandatory vaccinations.

EDUCATIONAL SUPPORT FOR CHILDREN UNDER 18 YEARS OF AGE

If, following an accident or illness during your trip, your child of under 18 years of age is unable to attend school for a period longer than 15 consecutive days, we organise and pay the cost of private lessons from a tutor, subject to local service availability, up to the limit indicated in the Table of Cover.

This policy benefit applies from the first month of inability to attend school, during the current school year for children in primary and secondary education.

ARTICLE 5 – EXCLUSIONS FROM PERSONAL ASSISTANCE AND ADDITIONAL PERSONAL ASSISTANCE

Our cover does not apply to the following:

- **Trips undertaken for the purpose of diagnosis and/or treatment,**
- **Medical and hospital expenses in the country of residence,**
- **Drunkenness, suicide or attempted suicide and the consequences thereof,**
- **Any mutilation the Insured undergoes voluntarily,**
- **Mild conditions or injuries that can be treated *in situ* and/or that do not prevent the Insured from continuing their trip,**
- **Pregnancy, unless there is an unforeseeable complication, and under all circumstances, pregnancy beyond the 36th week, termination, and the after-effects of childbirth,**
- **Convalescences and conditions where treatment is in progress, not yet stabilised and including a risk of sudden deterioration,**
- **Previously diagnosed illnesses entailing hospitalisation in the 6 months preceding the date of departure on the trip,**
- **Events related to medical treatment or surgery that are not of an unexpected, fortuitous or accidental nature,**
- **Costs of prostheses or prosthetic fittings: optical, dental, acoustic, functional, etc.**
- **The consequences of infectious risk situations during an epidemic that are subject to quarantine, preventive measures or specific surveillance by international and/or local health authorities of the country in which you are staying and/or domestically in your home country, unless otherwise stipulated in the policy,**
- **The costs of thermal treatment, aesthetic procedures, vaccination and the resulting costs,**
- **Stays in a rest home and the resulting costs,**
- **Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs,**
- **Scheduled hospitalisations.**

ARTICLE 6 – DESCRIPTION OF VEHICLE ASSISTANCE COVER

BREAKDOWN SERVICE AND TOWING

The covered vehicle is immobilised following an event covered by the policy. We organise and pay the cost of a repairer to travel to the location of the event if the vehicle can be repaired there, and, if necessary, for towing to the nearest dealer or garage to the place where it was immobilised.

The costs of repairs or towing are capped at the amount indicated in the Table of Cover.

The costs of repairs and towing operations on motorways, ringroads and expressways can be reimbursed, provided you telephone the Assistance service within 48 hours of the event, and present the original, settled, invoice.

You pay the cost of the actual repairs to the vehicle.

ARTICLE 7 – EXCLUSIONS FROM VEHICLE ASSISTANCE

Our cover does not apply to the following:

- **Motorcycles, mopeds, tricycles and quadricycles with engine capacity of less than 80 cm^3,**
- **Vehicles used to transport people or goods for hire or reward,**
- **Vehicles carrying flammable or explosive goods, if the regulations governing this type of activity have not been followed,**
- **Plant and utility vehicles weighing over 3.5 tonnes,**
- **Events occurring to a vehicle not covered under the policy,**
- **The costs of recovering goods conveyed in the covered vehicle,**
- **The costs of fuel, insurance and tolls in respect of providing a hire vehicle,**
- **Damage to vehicles during sea transport,**
- **Dispatch of spare parts not available from brand wholesalers and dealers in France or if the manufacturer has discontinued production,**
- **Spare parts and the cost of repairs,**
- **The costs of customs, tolls, parking and energy sources (fuel, electricity, LPG, etc.) and meals and hotels, except those specified in the policy provisions,**
- **Fines,**
- **The consequences of a mechanical breakdown affecting a vehicle that has not undergone repairs required by France's annual roadworthiness inspection, or that is evidently poorly maintained, or that has a known mechanical fault at the time of departure,**
- **The consequences of the vehicle being immobilised for maintenance, inspection or servicing,**
- **Costs and call-out charges following a puncture, energy source failure (fuel, electricity, LPG, etc.), an error in the energy source (fuel, electricity, LPG, etc.) or battery failure,**
- **Loss, theft or damage to keys,**
- **Theft of baggage, equipment, goods and miscellaneous items left in the vehicle, and vehicle accessories (including car radios),**
- **Immobilisation caused by freezing conditions,**
- **Damage resulting from participation as a competitor in any competitive event, whether motorised or otherwise (race, rally, etc.),**
- **Damage resulting from deliberate non-compliance with the regulations of the country visited, or from participating in activities not authorised by the local authorities,**

The consequences of civil or foreign war, riots, acts of terrorism, strikes, hijacking, explosions of weaponry and nuclear or radioactive effects, or weather events such as storms, hurricanes or floods.

ARTICLE 8 – GENERAL EXCLUSIONS

Our cover does not apply to the following:

- **There is no entitlement to reimbursement or compensation after the event as regards policy benefits that were not requested during the trip itself, or for services that were not organised by us or in agreement with us,**
- **The cost of meals and hotels, except those specified in the provisions of the policy,**
- **Loss or harm caused intentionally by the Insured and damage resulting from the Insured's involvement in a crime, offence or disorder, except in cases of legitimate self defence,**
- **The amount of fines and the consequences of conviction,**
- **The use of narcotics or drugs that are not medically prescribed,**
- **Being under the influence of alcohol,**
- **Customs charges,**

- **Participation as a competitor in a competitive sport or rally resulting in a national or international ranking that is organised by a sports federation for which a licence is issued, and training for such competitions,**
- **The practice, on a professional basis, of any sport,**
- **Participation in endurance or speed competitions or trials and their preparatory tests on board any vehicle travelling on land, water or through the air,**
- **The consequences of not following recognised safety rules related to the practice of any sports leisure activity,**
- **Expenses incurred after return from the trip or expiry of the cover,**
- **Accidents resulting from your participation, including as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high-altitude mountaineering, bobsleigh, big-game hunting, ice hockey, skeleton, combat sports, caving, winter sports entailing international, national or regional rankings,**
- **Deliberate non-compliance with the regulations of the country visited or participating in activities not authorised by the local authorities,**
- **Official prohibitions, seizures or restrictions imposed by law enforcement,**
- **The use of aircraft by the Insured,**
- **The use of weaponry, explosives and firearms,**
- **Loss or harm resulting from intentional misconduct or deception by the Insured as described in Article L.113-1 of the French Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics unless otherwise stipulated in the cover, pollution events, natural disasters,**
- **Civil or foreign war, riots, strikes, civil disorder, acts of terrorism, hostage taking,**
- **The disintegration of an atomic core or any irradiation from an energy source of a radioactive nature.**

Under no circumstances can Mutuaide Assistance be held liable for breaches or delays in the performance of its obligations resulting from force majeure situations, or events such as civil or foreign war, riots or civil disorder, lock-outs, strikes, attacks and acts of terrorism, hijacking, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, the disintegration of atomic cores, explosion of weaponry and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen or force majeure event, and the consequences thereof.

ARTICLE 9 – RULES FOR APPLICATION OF ASSISTANCE BENEFITS

A telephone call from the Insured at the time of the event is the only method whereby assistance services can come into operation.

On receiving the call, Mutuaide Assistance, after verifying the applicant's entitlements, organises and pays for the services stipulated in this agreement.

For the Insured to receive a service, Mutuaide Assistance may ask the Insured to prove the capacity under which they are claiming and to produce, at their expense, documents and evidence proving their entitlement.

The Insured must allow our doctors access to any medical information concerning the person for whom we are providing a policy benefit. This information will be handled in accordance with medical confidentiality.

Mutuaide Assistance cannot, under any circumstances, replace local emergency rescue organisations and it operates within the limits of agreements given by local authorities, nor can it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest location where appropriate care can be provided, in the event of mild conditions or minor injuries requiring neither repatriation nor medical transport.

The services that Mutuaide Assistance is required to provide will be provided in full compliance with domestic and international laws and regulations. They are therefore linked to obtaining the necessary authorisation from competent authorities.

Whenever Mutuaide Assistance has paid an Insured's transport costs, that Insured must send Mutuaide Assistance their originally scheduled, unused return ticket.

Mutuaide Assistance will decide on the type of flight ticket provided to the Insured on the basis of the possibilities offered by airlines and the duration of the journey.

ARTICLE 10 – REIMBURSEMENT TERMS & CONDITIONS

Mutuaide Assistance will reimburse the Insured only upon presentation of original, settled invoices corresponding to costs that were incurred with our agreement.

Requests for reimbursement should be sent to our claim-handling department at:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza, CS 20010, 93196 Noisy-le-Grand Cedex, France.

ARTICLE 11 – COMPLAINT HANDLING

1. A complaint here means a written or oral statement expressing dissatisfaction with a professional. A request for a service or a policy benefit, for information, or expressing an opinion, is not a complaint.

For any complaint about the assistance benefits listed below, you can contact Mutuaide by calling +33 (0)1.48.82.63.35:

- ✓ Telephone consultation before departure
- ✓ Repatriation or medical transport
- ✓ Repatriation of children under 16 years of age
- ✓ Extension of stay
- ✓ Medical expenses
- ✓ Repatriation of bodies
- ✓ Death formalities
- ✓ Early return
- ✓ Return prevented
- ✓ Hotel expenses when quarantined
- ✓ Illness or accident affecting a minor child or child with a disability
- ✓ Legal assistance abroad
- ✓ Search and rescue costs
- ✓ Advance of funds
- ✓ Cost of a local telephone package
- ✓ Psychological support when quarantined
- ✓ Emergency supplies
- ✓ Delivery of medication
- ✓ Home shopping delivery
- ✓ Home help
- ✓ Childcare
- ✓ Educational support for children under 18 years of age
- ✓ Care for pets

- ✓ Breakdown service and towing

If your oral complaint is not handled to your satisfaction, please submit a written complaint either by email to qualite.assistance@mutuaide.fr or by post to the assistance quality department at:

MUTUAIDE
SERVICE QUALITE CLIENTS
126, rue de la Piazza, CS 20010, 93196 Noisy-le-Grand Cedex, France.

We will acknowledge receipt of written complaints within 10 working days of the date the complaint was sent.

We undertake to respond in writing within two months of the date the complaint was sent.

If this response does not meet with your satisfaction, or is not provided within the two-month deadline, you are entitled to refer the matter to France's Insurance Ombudsman either on the www.mediation-assurance.org website or by post (to Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09, France), without prejudice to your right to seek redress through the courts.

2. A complaint here means a written or oral statement expressing dissatisfaction with a professional. A request for a service or a policy benefit, for information, or expressing an opinion, is not a complaint.

For any complaint about your insurance cover listed below, you can contact MIMAT directly using the chat option on the www.mimat.fr website.

- ✓ Transport delays
- ✓ Baggage

If your oral complaint is not handled to your satisfaction, please submit a written complaint either by email to contact@mimat.fr or by post to the Insurance department at:

MIMAT
Service Assurance
15 rue des Halles, 75001 Paris, France

We will acknowledge receipt of written complaints within 10 working days of the date the complaint was sent.

We undertake to respond in writing within two months of the date the complaint was sent.

If this response does not meet with your satisfaction, or is not provided within the two-month deadline, you are entitled to refer the matter to France's Insurance Ombudsman either on the www.mediation-assurance.org website or by post (to Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09, France), without prejudice to your right to seek redress through the courts.

ARTICLE 12 – DATA COLLECTION

The Insured acknowledges that they have been informed that the Insurer processes their personal data in accordance with the current regulations on the protection of personal data and that:

- Answering the questions asked is mandatory and that in the event of misrepresentations or omissions, the consequences for the Insured may include voiding of the policy (Article L.113-8 of the French Insurance Code) or a reduction in claim payments (Article L.113-9 of the French Insurance Code).

- The processing of personal data is necessary to take out the policy and to operate the cover therein, to manage commercial and contractual relations, and to meet current legal, regulatory and administrative provisions.

- The data collected and processed is kept for the period required to operate the policy and meet legal obligations. This data is then archived in accordance with the periods stipulated by the provisions governing limitation periods.

- The recipients of data concerning Insureds are, within the confines of their respective remits, the Insurer's departments responsible for concluding, managing and operating the insurance policy and the cover therein, and its outsourced providers, agents, partners, subcontractors and reinsurers in the performance of their duties. Data can also be provided, if necessary, to professional bodies and to any party involved in policy operation such as lawyers, loss adjusters, court officials and public legal officials (e.g. notaries, process servers), trustees, guardians and investigators.
  Data about Insureds may also be provided to the policyholder, as well as to any persons designated as authorised third parties (courts, arbitrators, ombudsmen, relevant ministries, supervisory and regulatory authorities and all public bodies authorised to receive such data and parties tasked with audit roles such as statutory and other auditors and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to legal obligations arising mainly from the French Monetary and Financial Code as regards anti-money laundering and combating the financing of terrorism, and, in this respect, it monitors its policies which can lead to it reporting suspicions or freezing assets.
  Data and documents concerning the Insured are kept for a period of five (5) years from the end of the policy or the termination of the relationship.

- Insureds' personal data may also be used as part of anti-insurance fraud processing which can lead, if applicable, to registration on a list of persons presenting a fraud risk.
  Such registration may have the effect of extending the examination of any claim, or even the reduction or refusal of an entitlement, a policy benefit, or a policy or service usually offered.
  In this respect, personal data about Insureds (or about persons who are parties to or beneficiaries of the policy) may be processed by any authorised persons working within Insurer Group entities on combating fraud. Such data may also be sent to the authorised staff of bodies directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, ombudsmen, arbitrators, court officials and public legal officials; third party bodies authorised by a legal provision and, where applicable, victims of fraud or their representatives).
  In the event a fraud is flagged, data is retained for six (6) months at most to assess the warning, and then deleted, unless the fraud is proven. If fraud is proven, data will be retained for five (5) years from the closure of the fraud investigation or until the end of the legal proceedings and the applicable statutory limitation periods.
  Data relating to persons included on a list of suspected fraudsters is deleted five years after the date of registration on this list.

- In its capacity as Insurer, the Insurer is entitled to process data relating to offences, convictions and security measures at the time the policy is taken out, or while the policy is in operation, or as part of dispute handling.

- Personal data may also be used by the Insurer as part of the processing that it conducts for research and development purposes to improve the quality and suitability of its future insurance and assistance products and service offerings.

- Personal data about Insureds may be accessible to certain of the Insurer's employees or service providers based in countries outside the European Union.

- After proving their identity, Insureds have the right to access, correct, delete and challenge the data processed. They also have the right to request limitations on the use of their data when it is no longer necessary, and to recover in a structured format the data they have provided when such data is necessary for the policy or when they have consented to the use of said data.
  They have the right to issue instructions on what happens to their personal data after death. These general or specific instructions concern the retention, erasure and disclosure of data after their death.

  These rights may be exercised through the Insurer's Data Protection Officer:

  by email to DRPO@MUTUAIDE.fr

  or

  by post, by writing to the following address: Data Protection Officer, Mutuaide Assistance, 126, rue de la Piazza, CS 20010, 93196 Noisy le Grand Cedex, France.

  If the response to a request made to the Data Protection Officer is not satisfactory, the matter can be referred to France's data protection authority, CNIL (Commission Nationale de l'Informatique et des Libertés).

ARTICLE 13 – CESSION

The Insured cedes its rights and actions against any party responsible for the events that brought about Mutuaide Assistance's involvement, to Mutuaide, up to the value of the compensation paid and the services provided. When the policy benefits provided pursuant to the agreement are covered in whole or in part by another company or institution, the rights and actions of the Insured against this company or institution are ceded to Mutuaide Assistance.

ARTICLE 14 – TIME LIMITS

In accordance with Article L.114-1 of the French Insurance Code, no action relating to this policy can be taken more than two years after the event to which the action relates. This deadline is extended to ten years for death cover, and beneficiaries are time-barred from taking action more than thirty years after the relevant event.

However, this period shall start to run:

- in the event of delayed, omitted, false or inaccurate reporting of the risk incurred, only from the date on which the Insurer becomes aware thereof;
- in the event of a claim, only from the date the policy beneficiaries become aware thereof, if they can prove they were previously unaware of the situation.

When the Insured's action against the Insurer is the result of a third party action, the limitation period runs only from the date when said third party institutes legal proceedings against the Insured or is compensated by the Insured.

The time limit for legal action may be suspended, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the obligor of the right of the party to which the limitation applied (Article 2240 of the French Civil Code);

- a court summons, including summary proceedings, until the proceedings are extinguished. This applies even when the summons is to appear before a court without jurisdiction or when the summons is unenforceable owing to a procedural irregularity (Articles 2241 and 2242 of the French Civil Code). Interruption is void if the requestor withdraws the claim or discontinues proceedings, or if the claim is dismissed without appeal (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Code of Civil Procedure on enforcement, or a court-ordered enforcement (Article 2244 of the French Civil Code).

It is reiterated that:

A court summons or enforcement order served to any one of the joint and several obligors, or recognition by the obligor of the right of the party to which the limitation applied, interrupts the limitation period applying to all other parties, including heirs.

In contrast, a court summons served to the heir of a joint and several obligor or recognition of this heir does not interrupt the limitation period applicable to other joint heirs, even for debts secured by a mortgage, if the obligation is divisible. Such a summons or such recognition only interrupts the limitation period applicable to other joint obligors for that portion binding on the heir.

To interrupt the limitation period for the entire obligation for all obligor parties, all heirs of the deceased obligor must be summonsed or recognised. (Article 2245 of the French Civil Code).

A summons served against, or recognition of, the main obligor interrupts the limitation period applying to sureties (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of a loss adjuster following a claim;
- the sending of a registered letter with proof of delivery, by the Insurer to the Insured as regards proceedings for premium payment or by the Insured to the Insurer as regards claim payment.

ARTICLE 15 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to determining and settling policy benefits will, in the absence of amicable resolution, be submitted by the first party to take action to the competent court for the Insured's residence, in accordance with the provisions of Article R.114-1 of the French Insurance Code.

ARTICLE 16 – MISREPRESENTATION

When misrepresentation alters the nature of the risk or causes us to underestimate it:

- **Any non-disclosure or intentionally false statement on your part renders the policy null and void. We retain the premiums paid, and we will be entitled to demand payment of premiums due, as stipulated in Article L.113.8 of the French Insurance Code.**
- **Any omission or inaccuracy on your part where bad faith cannot be established results in termination of the policy 10 days after notice is served to you by registered letter, and/or the application of a reduction in claim payments as stipulated in Article L.113.9 of the French Insurance Code.**

ARTICLE 17 – SUPERVISORY AUTHORITY

Mutuaide Assistance is regulated by the French Prudential Supervision and Resolution Authority [Autorité de Contrôle Prudentiel et de Résolution] of 4 place de Budapest, CS 92459, 75436 Paris Cedex 9, France.