



## CANCELLATION INTERRUPTION

### INFORMATION NOTICE

#### SAFEBOOKING CANCELLATION INTERRUPTION

INSURANCE CONTRACT No. 6772



**SAFEBOOKING**



Mutuaide

**INFORMATION NOTICE INSURANCE CONTRACT No. 6772 Epidemics extension**

**TABLE OF GUARANTEES**

INSURANCE GUARANTEES	CEILING
<p><b>1 / CANCELLATION (A)</b></p> <ul style="list-style-type: none"> <li>✓ <b>Cancellation for medical reasons (A1).</b> <ul style="list-style-type: none"> <li>• Death, serious illness or serious bodily harm of the Insured or a member of his family Including:                             <ul style="list-style-type: none"> <li>- Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic</li> <li>- Cancellation for denied boarding following temperature measurement</li> </ul> </li> <li>• Complications due to pregnancy</li> </ul> </li> <li>✓ <b>Cancellation all causes (A2)</b> <ul style="list-style-type: none"> <li>• Serious property damage involving your principal or secondary residence, your farm or your business premises.</li> <li>• Serious damage to your vehicle</li> <li>• Notice-to-appear as a witness or juror in criminal court,</li> <li>• Notice-to-appear to adopt a child</li> <li>• Your invitation, a university make-up examination</li> <li>• Obtaining a salaried job for a period of more than 6 months</li> <li>• Dismissal for economic reasons or contractual termination</li> <li>• Professional transfer requiring relocation</li> <li>• Contraindication of vaccination</li> <li>• Attack or natural disaster</li> <li>• Impediment preventing you from going to the place of stay by road, rail, plane or sea, on the day of the start of the stay</li> </ul> </li> <li>• Elimination or modification of the dates of your paid leave (A3)</li> <li>• The theft of your identity documents (A3)</li> <li>• Lack of or excess snow (A3)</li> </ul> <p><b>2/ EXPENSES FOR INTERRUPTION OF STAY (B)</b></p> <ul style="list-style-type: none"> <li>✓ Following early return</li> <li>✓ Following serious damage in private or professional premises</li> </ul>	<p>(A1) 32,000 € per insured accommodation /  Deductible 3 % of cancellation fees with <b>minimum of 2 € / case a maximum of 150 € / case (except in particular cases)</b></p> <p>(A2) 32,000 € per insured accommodation /  Deductible 3 % of cancellation fees with <b>minimum of 2 € / case a maximum of 150 € / case (except in particular cases)</b></p> <p>(A3) Deductible <b>25% of cancellation fees</b></p> <p>(B) 32,000 € per insured accommodation unit</p>

## HOW TO CONTACT OUR INSURANCE COMPENSATION SERVICE

When Insurance cover is at stake, the insured must:

- Notify Gritchen Affinity in writing of any loss likely to trigger the cover within five working days (period reduced to two working days in the event of theft).

These periods run from the time that the insured becomes aware of the loss likely to lead to the implementation of the guarantee.

After this period, the insured will forfeit any right to compensation if the delay has caused harm to the Company.

- Spontaneously inform Gritchen Affinity about the guarantees subscribed for the same risk with other insurers

### FOR MODERN AND FAST MANAGEMENT

#### OF YOUR INSURANCE CLAIMS

Connect to the site: [www.declare.fr](http://www.declare.fr)

*(Send your supporting documents and monitor the progress  
of your case at any time)*

### FOR TRADITIONAL MANAGEMENT

#### OF YOUR INSURANCE CLAIMS

By e-mail: [sinistre@declare.fr](mailto:sinistre@declare.fr)

By postal mail:

**Gritchen Affinity**

**Service sinistre**

**27 rue Charles Durand - CS70139**

**18021 Bourges Cedex**



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Déclarez, suivez et complétez votre déclaration en temps réel...



## ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

### Us, the Insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. SA with capital of 12,558,240 € - Company governed by the Insurance Code - Subject to regulation by the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086.

### Serious bodily injury

Unexpected alteration in health due to a sudden external cause, unintentional on the part of the victim, observed by a competent medical authority and leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity and prohibiting any travel by his own means.

### Insured

Natural person or group duly insured under this contract and hereafter referred to as “you”.

### Domicile

Your main and usual place of residence in whole world. In the event of disagreement, the tax address constitutes the domicile.

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

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

### Duration of the guarantees

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

### Epidemic

Abnormally high incidence of an illness during a given period and in a given region.

### Europe

Europe refers to the following countries: Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.

### Covered events

- ✓ Cancellation for named causes,
- ✓ Interruption of stay

### Deductible

Portion of the claim left as the responsibility of the Beneficiary/Insured provided for in the contract in the event of compensation following a claim. The deductible can be expressed as an amount, percentage, in days, hours, or kilometres.

### Illness

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

### Serious illness

Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

### Maximum per event

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

### Family members

Your fact or common law spouse or any person bound to you by a PACS, your ascendants or descendants up to twice removed or those of your spouse, your stepfather, stepmother, brothers, sisters, 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 stipulated in the contract.

#### **Nullity**

Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

#### **Pandemic**

Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

#### **Quarantine**

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

#### **Covered stay**

The duration of the covered stay is limited to 90 consecutive days.

#### **Claim**

Random event of a nature to trigger the guarantee of this contract.

#### **Territoriality**

Whole world.

## **ARTICLE 2 - DESCRIPTION OF THE INSURANCE GUARANTEES**

### **/ CANCELLATION**

#### **CANCELLATION FOR MEDICAL REASONS**

The cover is granted for the reasons and circumstances listed below to the exclusion of all others, within the limit of the amount and the deductible indicated in the Table of Guarantees:

- **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to**

**departure), Serious bodily injury or death, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before reserving your trip and involving:**

- yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
- your brothers, sisters, including the children of the spouse or common law spouse 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 the subscription,
- the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

- **Complications due to the condition of pregnancy occurring before the 26th complete week of pregnancy** of one of the participants of the stay and insured under this contract, resulting in absolute cessation of all professional or other activity.

- **Refusal of boarding following a temperature measurement** of the Beneficiary / Insured **on arrival at the departure airport**. (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

**It is up to you to establish the reality of the situation giving rise to the right to our services; as such, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

#### **CANCELLATION FOR OTHER NAMED CAUSES**

The cover is granted for the reasons and circumstances listed below to the exclusion of all others, within the limit of the amount and the deductible indicated in the Table of Guarantees:

- **Serious property damage** requiring your presence on the scheduled departure day to take the necessary precautionary measures, following a burglary, fire, water damage or a climatic event and affecting more than 50% of your principal or secondary residence, your farm or your professional premises.

- **Serious damage to your vehicle** in the 48 hours preceding departure and insofar as it cannot be used to get to the place of stay or to the meeting point fixed by the organizer.

- **Your summons as a witness or juror in a criminal case**, requiring your presence during the period of your insured stay, which cannot be postponed, and provided that you were not aware of the summons at the time of subscription of the insurance contract.

- **Your summons for the adoption of a child**, requiring your presence during the period of your insured stay, which cannot be postponed, and provided that you were not aware of the summons at the time of subscription of the insurance contract.

- **Your notice-to-appear** on a date during the period of your trip, **for a university make-up exam**, provided that you were not aware of having failed the exam at the time of subscription of this insurance contract.

- **Obtaining salaried employment** for a period of **more than 6 months** taking effect before or during the expected dates of the stay, while you were registered as a job seeker with Pôle Emploi on the day of registration for your stay and provided that this is not a case of extension or renewal of a contract, or an assignment from a temporary employment agency.

- **Redundancy or contractual termination** involving you, your spouse or common-law spouse, provided that the procedure was not initiated on the date of subscription of this Contract and/or that you had no knowledge of the date of the event when the contract was subscribed

- **Professional transfer requiring relocation** imposed by your professional hierarchy, not having been the subject of a request on your part and provided that you were not aware of the transfer at the time of signing the Contract. This guarantee is granted to salaried employees, excluding self-employed professionals, senior managers, legal representatives of companies,

independent workers, artisans and intermittent workers in the entertainment industry.

- **Elimination or modification of the dates of your paid holiday or those of your de facto or de jure spouse imposed by your employer** for a legitimate reason or exceptional circumstances and officially granted by the latter in writing before booking the stay. This document originating from the employer will be required. **This guarantee does not apply for company heads, self-employed professionals, craftsmen and intermittent workers in the entertainment industry.**

**This guarantee also does not apply in the event of a change of employment.**

**A deductible of 25% remains as your responsibility.**

- **Theft**, in the 48 hours preceding your departure, **of your identity the documents** (passport, identification card) that are essential for passing through customs during your trip, provided that a declaration of theft was filed as soon as possible with the nearest police authorities.

**Deductible of 25% of the amount of the claim**

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

- **Attack or natural disaster**

Occurring at the destination in the 30 days preceding departure and less than 50 km from the place of your stay.

- **Impediment preventing you from going to the place of stay by road, rail, plane or sea, on the day of the start of the stay**

- Barricades decreed by the State or a local authority,
- Floods or natural event, preventing traffic, certified by the competent authority,
- Traffic accident during the trip necessary to get to your expected holiday resort and causing damage that results in immobilization of the vehicle, supported by the adjuster's report.

- **Lack of or excess snow cover** when it occurs at resorts at altitudes over 1,200 meters between 15 December and 15 April, resulting in closing of the slopes of more than 2/3 of the ski lifts normally in service on the site of

the stay of the Subscriber for at least 2 consecutive days, in the 5 days preceding the stay of the Subscriber.

#### **AMOUNT OF THE GUARANTEE**

The compensation paid in application of this Contract may in no case exceed the price of the trip declared when subscribing this Contract and within the limits provided for in the Table of Benefits, per insured person and per event.

We will reimburse you for the amount of the cancellation fees billed according to the conditions of the cancellation scale listed in the general conditions of sale of the trip organizer.

Costs for administrative fees, tips, visa and the premium paid in exchange for subscription of this contract are not refundable.

#### **WHEN DO YOU HAVE TO REPORT THE CLAIM?**

##### **Two steps**

1/ From the first signs of illness or upon becoming aware of the event giving rise to the guarantee, you must **IMMEDIATELY** notify **your reservation centre**.

**If you later cancel the trip with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special terms of sale of the travel agency.**

2/ Furthermore, you must report the claim to GRITCHEN AFFINITY within five working days following the event that triggers the guarantee.

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

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

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

**You must provide GRITCEHN AFFINITY with the documents and medical information necessary for examination of your case, using the pre-printed "Service Médical" envelope, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must obtain them from your attending physician and send them by means of the pre-printed envelope mentioned above, to GRITCHEN AFFINITY.**

**You must also send any information or documents that will be requested to justify the reason for your cancellation and, in particular:**

- ✓ All photocopies of prescriptions prescribing medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- ✓ Statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- ✓ The original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- ✓ The number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, of the witnesses,
- ✓ in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- ✓ And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

#### **WHAT WE EXCLUDE**

**The Cancellation guarantee does not cover the impossibility of leaving linked to the closing of borders, material organization, accommodation conditions or security of the destination.**



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

- ◆ Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,
- ◆ Any circumstance that is only a mere inconvenience,
- ◆ Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- ◆ Forgotten vaccination,
- ◆ Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- ◆ The lack or excess of snow,
- ◆ Any medical event for which the diagnosis, symptoms or the cause thereof are of a mental, psychological or psychiatric nature, and which has not given rise to hospitalization for more than 3 consecutive days after subscribing this Contract,
- ◆ Pollution, local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- ◆ The consequences of criminal proceedings to which you are subject,
- ◆ Any other event occurring between the date of subscription of the insurance contract and the date of departure for your trip
- ◆ Any event occurring between the date of purchase of the trip and the date of purchase of the insurance contract.
- ◆ The absence of hazard,
- ◆ An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- ◆ Due to the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ Due to an act of negligence on your part,

- ◆ Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,
- ◆ Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure of the passport or identity card,

## **2/ EXPENSES FOR INTERRUPTION OF STAY**

Following your medical repatriation organized by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, the costs of stays already paid for and not used (transport not included) prorata temporis, from the night following the event leading to medical repatriation or hospitalization on site.

Likewise if a member of your family not participating in the trip suffers from a serious illness, serious bodily injury or death and, as a result, you must interrupt your stay and we proceed with your repatriation, we will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, pro rata temporis, the costs for the stay already paid and not used (transport not included) from the night following the date of early return.

We also intervene in the event of theft, serious damage from fire, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and imperatively involving your presence to take the necessary protective measures. We will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, pro rata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

## **WHAT WE EXCLUDE**



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

- ◆ Refund requests from the transport ticket office,
- ◆ Claims for reimbursement of services not appearing on the travel registration form and, therefore, not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- ◆ Interruptions of stay for which the causal event was known before the departure for the trip,

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

You must report your claim within five working days of becoming aware of it, to the following address:

**GRITCHEN AFFINITY**  
Service Sinistre  
27, rue Charles Durand  
CS 70139  
18 021 BOURGES CEDEX

After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for constitution of the file and, thus, prove the merits and the amount of the claim.

In all cases, the originals of the detailed invoices from the tour operator showing the land and transport services will be systematically requested from you.

If the medical information necessary for investigating the case is not provided to medical adviser, the case cannot be processed.

#### **ARTICLE 3 - GENERAL EXCLUSIONS**

We do not become involved under the following circumstances:

- ◆ Services which have not been requested during the trip or which have not been organized by

us, or in agreement with us, do not give the right, after-the-fact, to a refund or compensation,

- ◆ Expenses for dining, hotel, except those specified in the description of guarantees,
- ◆ Harm intentionally caused by the Beneficiary and that resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving the right to national or international ranking which is organized by a sports federation for which a license is issued, as well as training for these competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- ◆ The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- ◆ Expenses incurred after the return trip or expiration of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraints by the public authorities,
- ◆ Use by the Beneficiary of air navigation devices,
- ◆ The use of war devices, explosives and firearms,

- ◆ **Damage resulting from wilful or intentional misconduct by the Beneficiary in accordance with article L.113-1 of the Insurance Code,**
- ◆ **Suicide and attempted suicide,**
- ◆ **Epidemics and pandemics, pollution, natural disaster, unless otherwise stipulated in the guarantee,**
- ◆ **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- ◆ **Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.**

**Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.**

**ARTICLE 4 - CONDITIONS OF REIMBURSEMENT**

Refunds to the Beneficiary can only be made by us UPON presentation of original paid invoices corresponding to costs incurred with our approval.

Refund requests must be sent to:

**MUTUAIDE ASSISTANCE**  
**Service Gestion des Sinistres**  
**126, rue de la Piazza - CS 20010**  
**93196 Noisy le Grand CEDEX**

**ARTICLE 5 - HANDLING OF COMPLAINTS**

In the event of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact GRITCHEN AFFINITY by writing to

[sinistre@declare.fr](mailto:sinistre@declare.fr) for the Insurance guarantees listed below:

- ✓ Cancellation
- ✓ Fees for interruption of stay

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

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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

The Insurance Mediation service is not competent to render decisions concerning contracts subscribed to cover professional risks.

**ARTICLE 6 - COLLECTION OF DATA**

The Beneficiary acknowledges being informed that the Insurer processes his personal data in accordance with regulations relative to the protection of personal data in effect and that, moreover:

- the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for acceptance and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.
- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in

accordance with the durations specified by the provisions relative to time limits.

- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of signature, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of their duties.

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

Information concerning him may also be transmitted to the Underwriter, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorized to receive it as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

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

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

- His personal information will also be able to be used within the framework of processing to fight against insurance fraud, which may lead, if applicable, to placement on a list of persons presenting a risk of fraud.

This registration may have the effect of extending examination of his case, or even the reduction or refusal of the benefit of a right, benefit, contract or service offered.

In this context, personal data concerning him (or concerning persons or parties who are interested in the contract may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, legal officers;

third-party organizations authorized by a legal provision and, if applicable, victims of acts of fraud or their representatives).

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

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

- In its capacity as insurer, it is founded in carrying out the processing of data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of the handling of legal action.

- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers

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

- By proving his identity, the Beneficiary has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data.

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative:

- by email: sent to [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)

or

- by postal mail: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126,

rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

After having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

#### **ARTICLE 7 - SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Beneficiary, against any person responsible for the facts which justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

#### **ARTICLE 8 - STATUTE OF LIMITATIONS**

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

However, this period does not run:

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

When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against the Insured or was indemnified by this latter party.

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

- recognition by the debtor of the right of the party

against whom the time limit was reached (article 2240 of the Civil Code);

- a lawsuit, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

It is reminded that:

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

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

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

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

The time limit can also be interrupted by:

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

#### **ARTICLE 9 - SETTLEMENT OF DISPUTES**

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

#### **ARTICLE 10 - FALSE DECLARATIONS**

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

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

#### **ARTICLE 11 - REGULATORY AUTHORITY**

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