

# Campez Couvert

by **gritchen**  
SMART INSURANCE SOLUTIONS

## CAMPEZ COUVERT PANDEMIC EXTENSION

### GENERAL TERMS AND CONDITIONS OF INSURANCE

Insurance Policy Number 7815

Group insurance contract with optional individual membership taken out through

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

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

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

When insurance indemnities are involved, the insured must:

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

These periods begin when the insured becomes aware of the incident likely to result in a claim.

Once these time periods have elapsed, the insured will forfeit any right to compensation where the delay has caused prejudice to the Company.

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

www

**For fast, advanced management of your requests for cancellation, interruption, late arrival, replacement vehicle or forgotten items**

Submit a claim online at:

[www.declare.fr](http://www.declare.fr)

You can send your supporting documents and track the progress of your claim.



**For more traditional management of your cancellation, interruption, late arrival, replacement vehicle or forgotten object claims**

Send an email to: [sinistres@campez-couvert.com](mailto:sinistres@campez-couvert.com)

or

Send a letter to:

**Gritchen Affinity  
Claims –Campez couvert  
27 Rue Charles Durand – CS70139  
18021 Bourges Cedex**

## SCHEDULE OF COVER

COVER	AMOUNT
<b>CANCELLATION COSTS</b>	In accordance with the cancellation fees schedule Maximum €5,000 per person and €30,000 per incident  <b>No excess payable for medical claims</b> <b>Excess for other claims: €15 per rental unless otherwise specified</b>
<b>MODIFICATION COSTS</b>	Maximum €2,000 per person and €10,000 per incident
<b>LATE ARRIVAL</b>	Reimbursement of unused land services on a pro rata basis, up to a maximum of €4,000 per rental or pitch, and a maximum of €25,000 per event <b>Excess 1 day</b>
<b>INTERRUPTED STAY COSTS</b>	Reimbursement of unused land services on a pro rata basis including any costs for cleaning a rental property in the event of an early departure Maximum €4,000 per person and €25,000 per incident <b>Excess 1 day</b>
<b>REPLACEMENT VEHICLE</b> Following a breakdown, an accident with physical damage or theft during the stay.	Cover for a replacement vehicle in the equivalent category to the immobilised vehicle for a maximum of three consecutive days
<b>PERSONAL ITEM FORGOTTEN AT THE RENTAL PROPERTY</b>	€150/claim

<p>Reimbursement of the costs of sending the personal item that was left behind at the rental property</p>	<p>Max. 1 item/rental property</p>
<p><b>ASSISTANCE</b></p> <ul style="list-style-type: none"> <li>› Remote assistance before and during the stay (A)</li> <li>› Medical repatriation (including in the event of an epidemic or pandemic) (B)</li> <li>› Where returning is not possible (C)</li> <li>› Hotel costs following a quarantine order (D)</li> <li>› Hotel costs following flight cancellations due to an epidemic or pandemic (E)</li> <li>› Medical costs incurred outside country of residence due to COVID illness, including in the event of an epidemic or pandemic (F)</li> <li>› Excess (F1)</li> <li>› Payment of a local telephone plan (G)</li> <li>› Psychological support following mandatory quarantine (H)</li> <li>› Emergency kit (I)</li> </ul>	<p>(A) 3 calls (B) Actual expenses (C) €1,000 maximum per person and €50,000 maximum per group + Hotel expenses €80 per night/max. 14 nights (D) Hotel expenses €80 per night/max. 14 nights (D) Hotel expenses €80 per night/max. 14 nights (F) €30,000 per person (F1) €160 per person (G) Up to €80 (H) 6 sessions per incident (I) €100 maximum per person and €350 maximum per family</p>
<ul style="list-style-type: none"> <li>✓ Housekeeper (a)</li> <li>✓ Delivery of household shopping (b)</li> <li>✓ Psychological support once home (c)</li> </ul>	<p>(a) 15 hours spread across 4 weeks (b) 15 days maximum and 1 delivery per week (c) 6 sessions per incident</p>
<p><b>COSTS OF VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>-Advice and notifying the relevant authorities/organisations in the event of escape/disappearance</li> <li>-Costs of recovery</li> <li>-Costs of rabies vaccination (when disappeared abroad)</li> </ul>	<p>Maximum of 2 veterinary consultations per stay  Maximum intervention: €250 total cover for care and assistance costs.</p>

**TAKES EFFECT**

**COVER EXPIRES**

**Cancellation:** on the day the policy is taken out

**Cancellation:** on the first day of the stay

**Forgotten items:** on the day of departure from the location of your stay

**Forgotten items:** 10 days after the insured person has returned home

**Other cover:** on the arrival day at the location of your stay

**Other cover:** on the day of departure from the location of your stay

### Deadline for taking out a policy

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

## CANCELLATION COSTS

### 1. WHAT WE COVER

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

### 2. WHEN DO WE INTERVENE?

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

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

- yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your guardian or any person who ordinarily lives with you,
- your brothers and sisters, including the children of the spouse or live-in partner of one of you direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
- your professional replacement named when the booking was made,

the person named when the policy was taken out as responsible, during your trip, for looking after or accompanying your underage children on holiday, or a person with disabilities who lives with you, subject to hospitalisation of more than 48 hours, or death.

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

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

• **If you are denied boarding at an airport, railway station or harbour following a temperature check** organised by the health authorities in the country of departure or a the transport company with whom you are travelling.

(A supporting document issued by the transport company that refused boarding, or by the health authorities, must be sent to us; indemnification will not be possible if this document is not provided).

• **No Covid 19 vaccination**

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

- ✓ or you are not able to receive the vaccination due to a medical contra-indication.

- **Pregnancy complications up to the 32nd week:**
  - ✓ Which cause total stoppage of any professional or other activity or,
  - ✓ If the nature of the travel itself is incompatible with pregnancy, provided that you were unaware that you were pregnant at the time you took out your insurance policy.

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

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

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

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

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

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

- **Notice of an organ transplant** sent to you or your legal or de facto spouse or one of your first-degree ascendants or descendants.
- **Theft of or serious damage to your caravan or camping car**, which is essential for the stay booked, and which was not known about at the time the insurance policy was taken out and which makes your initially-planned stay impossible.
- **Serious fire, explosion or water damage, or serious damage caused by the forces of nature** at your business or private premises, where your presence is required without fail to take the necessary protective measures.
- **Theft at your professional or private premises**, that requires your presence without fail on the day of departure, provided that the theft occurred within 48 hours of the start of the stay.
- **Serious damage to your vehicle that occurred within 96 working hours before the first day of the stay**, and where the vehicle has been immobilised and cannot therefore be used to transport you to the location of your stay.
- **An impediment to you reaching the location of your stay** by road, rail, air or sea on the day your stay starts, due to:
  - Roadblocks or barricades ordered by the State or a local authority,
  - Flooding or a natural event that obstructs traffic and is notified by the competent authority,
  - Traffic accident during the journey to get the location of your planned stay, where the damage immobilises the vehicle, as stated in the report by the adjuster.
- **Getting a job** as an employee with a contract of **six months or more** that starts before or during the planned dates of your stay, if you were registered as a job seeker with the Pôle Emploi (French employment agency) on the day you booked your stay (proof of registration will be

requested) and provided this is not a contract extension or renewal nor an assignment given you by a temporary employment agency.

- **Your divorce or break-up of a PACS (civil partnership)** provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.

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

- **Theft of your identity card, driving licence or passport** within the five working days prior to your departure, which prevents you from satisfying the mandatory checks by the competent authorities for you to reach the location of your stay.

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

- **Cancellation or modification to your paid holiday dates or those of your de facto or legal spouse, imposed by your employer** for legitimate reason or exceptional circumstances, which were given written approval by your employer before you booked your stay. The document issued by the employer will be requested. **This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. Additionally, this cover does not apply in the event of a change of employment.**

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

- **Change of job requiring you to move house**, imposed by your line or senior management and which you have not requested, provided the change was unknown when the policy was taken out. This cover is provided to salaried employees, excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry.

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

- **Visa refused by the authorities of the destination country** provided that no prior application was refused by those authorities for

the same country. The documentary proof issued by the embassy will be required.

- **Illness requiring psychological or psychotherapeutic treatment including a nervous breakdown by you, your de facto or legal spouse or your direct descendants** that requires **a minimum hospitalisation of three days** at the time the stay is cancelled.

- **Cancellation by one of the people travelling with you (maximum 9 people)** who booked at the same time as you and are insured under the same policy, where the cancellation is due to one of causes listed above. If the insured parties wish to travel alone without the cancelling parties (who have cancelled for a reason covered by the policy), we will reimburse we will reimburse the pro rata share of the stay between the number of people initially planned and the actual number of people.

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### **3. EXTENSION MODIFICATION COSTS**

In the event that the dates of your stay change due to any of the reasons listed above, we will reimburse you for the costs incurred in rescheduling the dates of the stay covered under your policy as set out in the terms and conditions of sale.

The amount of this indemnity shall under no circumstances exceed the amount of the cancellation fees payable on the date of the incident giving rise to the change.

**Cancellation and modification indemnities cannot be combined and used together**

### **4. WHAT WE EXCLUDE**

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

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

- Any incident, illness or accident that you have already notified us about and/or made a claim for, any recurrence, aggravation or hospitalisation between the date of purchase



of the stay and the date the insurance policy was taken out,

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

except in the event of theft thereof within the 48 hours preceding departure

## 5. HOW MUCH DO WE COVER?

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

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

The cost of the insurance policy is never refundable.

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

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

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

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

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

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

Your claim must be supported by:

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

**You should provide us with the medical details and documents needed to process your claim, using the**

envelope pre-printed with the name and address of the medical officer that we will send you as soon as we receive your claim, as well as the medical questionnaire to be filled out by your doctor.

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

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

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

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

## LATE ARRIVAL

### 1. WHAT WE COVER

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

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

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

You must:

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

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

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

## INTERRUPTED STAY COSTS

### 1. WHAT WE COVER

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

- **Serious illness or accident or death** of yourself, your legal or de facto spouse, your second-degree ascendants or descendants, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who ordinarily lives with you, the person accompanying you during your stay and identified by name and insured under this policy.
- **Serious illness or accident or death** of your professional replacement named when the policy was taken out, the person responsible during your stay for looking after your underage children or any person with disabilities for whom you are the legal guardian and who lives with you, whether or not you are the legal guardian.



- **Serious fire, theft, explosion or water damage**, or serious damage caused by the forces of nature at your business or private premises, where your presence is required without fail to take the necessary protective measures.

## 2. WHAT WE EXCLUDE

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

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

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

You must:

- Send the Insurer all documents needed to make your claim and substantiate the validity and amount thereof.

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

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

## REPLACEMENT VEHICLE

“Replacement vehicle” cover applies if difficulties arise following the immobilisation of your vehicle following a breakdown, damage to the vehicle or theft during the covered stay.

If the vehicle is immobilised for more than 24 hours, or the repairs will take more than 8 hours, or a stolen vehicle has not been found within 48 hours, we will provide and pay for a replacement vehicle of a similar type to the immobilised vehicle for a maximum three consecutive days and only while the vehicle is immobilised.

Conditions for the provision of a replacement vehicle:

- the category of replacement vehicle is equivalent to that of the immobilised vehicle;
- the replacement vehicle must be returned to the agency from which it was collected;
- you must comply with the conditions required by the vehicle rental companies;

## WHAT WE EXCLUDE

Besides the exclusions set out in the section “Which general exclusions apply to all our cover?”, we cannot intervene or indemnify if the immobilisation results from:

- running out of fuel or using the wrong fuel;
- a puncture;
- lost, mislaid, stolen or broken keys other than breakage of a key in the vehicle’s steering wheel anti-theft system;
- repeated breakdowns of the same type caused by failure to repair the vehicle after an initial intervention by our agents during the month preceding the incident;
- air conditioning problems and failures;
- unless stated otherwise in the policy, damage to bodywork that does not result in the immobilisation of the vehicle;
- the consequences of immobilising the vehicle for servicing;
- failures of alarm systems that were not fitted as standard.

Our cover excludes reimbursement for:

- fuel costs;
- personal items and effects left in and/or on the vehicle;
- customs and security costs, other than those previously agreed to by the assistance service;
- goods and animals being carried;
- vehicle repair and towing costs, spare parts;
- all costs other than coverage of a replacement vehicle within the limits provided for in the Schedule of Cover.

The immobilisation of the following vehicles is excluded from our replacement vehicle cover:

- motorcycles under 125cc;
- mopeds and scooters;
- luggage trailers with an authorised gross vehicle weight of more than 750kg;
- non-standard trailers and all trailers other than those intended for carrying luggage, as well as boat trailers and vehicle-carrying trailers;
- registered motorised carts, buggies or quadricycles driven without a licence;
- vehicles intended to carry people for money such as driving-driving-school cars, ambulances, taxis, hearses and rental vehicles;
- vehicles intended to carry goods and animals.

## PERSONAL ITEM FORGOTTEN AT THE RENTAL PROPERTY

### 1. WHAT WE COVER

We reimburse you for the cost of shipping the Forgotten Item from the rental location to your home within the maximum set out in the Schedule of Cover, upon presentation of an original postage receipt.

The cover applies to a single Forgotten Item per rental, with the stipulation that the aforementioned Forgotten Item must comply with the following weight and dimensions:

- **Maximum weight:** less than 10 kilograms
- **Maximum dimensions:** the sum of the length, width and height of the parcel must not exceed 150 centimetres.

Under no circumstances can the Insurer be held liable for:

- delays attributable to the transport providers selected to deliver the Forgotten Item.
- the breakage, loss, damage or theft of the Forgotten Item during transportation;
- any consequences resulting from the nature of the Forgotten Item;
- the refusal by national or international customs authorities to authorise shipment of the Forgotten Item.

### 2. WHAT WE EXCLUDE

Besides from the general exclusions set out in the paragraph "WHICH GENERAL EXCLUSIONS APPLY TO THE POLICY?" the following are also excluded:

- Any item governed by national, European and international regulations concerning hazardous products, including in particular those defined in the International Civil Aviation Organisation (ICAO) regulations;
- All items containing explosives, munitions, gas, solid and liquid flammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive substances, batteries and lithium batteries;
- All items which, due to their nature, packing or packaging, could present a hazard to personnel, third parties, the environment or the safety of transport vehicles, or which could damage other items being transported, machinery, vehicles or goods belonging to third parties;
- Counterfeit items and/or those contravening laws and regulations in force;

- Narcotics or any other illegal substances;
- Firearms;
- Items requiring transportation under controlled temperature conditions;
- Publications or audiovisual media prohibited by any applicable law or regulation;
- Animals, whether alive or dead;
- Any content, which, if shipped by post, is likely to offend human dignity, integrity or respect for the human body, in particular ashes and funeral relics;
- Banknotes, negotiable instruments, payment cards or metal coins having legal tender and redeemability status intended for circulation in France, and precious metals;
- Precious stones, pearls, identity papers and any other item of value;
- Items whose transportation constitutes a commercial operation and those intended for sale;
- Motorised equipment, automotive accessories, gardening equipment, items containing liquids, furniture;
- Household or IT equipment and accessories, hi-fi equipment, musical instruments.

### 3. HOW MUCH DO WE COVER?

We will compensate you for the cost of shipping the Forgotten Item, up to the maximum amount shown in the Schedule of Cover.

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

Once you have contacted your host and the Forgotten Item has been found and sent, you should send us your claim within 10 working days following its dispatch, except in unforeseen or force majeure cases. It must be accompanied by:

- your insurance policy number
- a copy of the rental agreement
- and the original invoice for the postage costs issued by the transport provider chosen to deliver the Forgotten Item.

## ASSISTANCE

### REMOTE ASSISTANCE BEFORE AND DURING YOUR STAY

For all requests for information and useful advice for the organisation and smooth running of your trip, you can contact us before and during your stay 24 hours/day, 7 days/week.

The information relates to the following areas.

**Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time differences, Travelling with animals.**

We are also available for any information you may need in the event of a trip taking place during an epidemic or pandemic. Where needed, we will put you in touch with one of our doctors. Information is communicated by telephone and will not be confirmed in writing or via documents.

Information services are provided between 8:00a.m. and 7:00p.m. and within the timeframes ordinarily necessary to meet the request.

However, regardless of the time of your call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the answers you would like.

**REPATRIATION OR MEDICAL TRANSPORT:**

You are injured or suffer from an illness, including in the context of an epidemic or a pandemic, during covered travel. We organise and take care of your repatriation to your home or to a hospital near you.

In determining the date of your repatriation, the choice of transport or place of hospitalisation, only medical requirements are taken into account.

Any decision to repatriate is taken by our medical consultant, after consulting the temporary treating doctor and potentially, your family doctor.

During your repatriation, and as recommended by our medical consultant, we organise and pay for the transport of a person to be by your side.

Any refusal of the solution offered by our medical team will render the personal assistance cover null and void.

**WHERE RETURNING IS NOT POSSIBLE:**

Your return home is impossible due to measures enacted by the local government or approved transport companies to restrict the movement of populations in the event of an epidemic or pandemic.

If you are forced to extend your stay, we organise and pay the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Schedule of Cover.

**HOTEL EXPENSES AFTER BEING PLACED IN QUARANTINE**

If you are forced to extend your stay because you have been placed in quarantine, we organise and pay the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Schedule of Cover.

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

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

We only intervene once the reimbursements have been made by the aforementioned insurance organisations, minus any excess as indicated in the Schedule of Cover, and subject to us receiving originals of the proof of reimbursement from your insurance organisation.

This reimbursement covers the costs defined below, provided that they relate to care received by you outside your country of residence as a result of an illness or accident occurring outside your country of residence.

In that case, we reimburse the amount of the costs incurred up to the maximum amount indicated in the Schedule of Cover.

Should the insurance organisation to which you contribute not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Schedule of Cover, provided that you provide us with the original invoices for your medical costs and the certificate of non-reimbursement issued by the insurance organisation.

**This service terminates on the day on which we are able to complete your repatriation.**

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

- Medical fees,
- Cost of medication prescribed by a doctor or surgeon,
- Cost of any ambulance prescribed by a doctor for transport to the nearest hospital and only in

the event that the insurance organisations refuse coverage,

- Hospitalisation costs, provided that you are deemed not fit for transport by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to repatriate you are not covered),
- Emergency dental expenses (capped at the amount indicated in the Schedule of Cover, without application of the excess).
- Costs of a PCR test, if this test is positive.

#### **EXTENSION OF THE BENEFIT: ADVANCE PAYMENT OF HOSPITALISATION EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)**

We may, within the limit of the payment amounts provided for above, advance hospitalisation costs that you have to incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after gathering information from the local doctor, that it is impossible to immediately repatriate you to your country of residence.
- the care and treatment to which the advance applies must be prescribed in agreement with the MUTUAIDE ASSISTANCE doctors.
- you or any person authorised by you must formally commit, by signing a specific document provided by MUTUAIDE ASSISTANCE at the time of implementation of this service, to:
  - initiate payment procedures with the insurance organisations within 15 days from the date upon which MUTUAIDE ASSISTANCE sends you the required information,
  - reimburse MUTUAIDE ASSISTANCE for the relevant sums received from the insurance organisations within the week following receipt of those amounts.

Only expenses not covered by the insurance organisations will be paid by us, to the maximum amount specified under the “medical expenses” benefit. You must provide us with the certificate of non-payment from these insurance organisations within a week of receipt thereof.

In order to preserve our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the

necessary steps with the health and social security bodies and reimbursing us for the sums received.

In the event that you fail to complete the procedures for payment with the insurance organisations within the time permitted, or if you fail to provide MUTUAIDE ASSISTANCE with the certificate of non-payment from these insurance organisations within the time permitted, under no circumstances will you be able to take advantage of the “medical expenses” benefit and you will have to reimburse all of the hospitalisation costs paid by MUTUAIDE ASSISTANCE, which will initiate, where necessary, any useful recovery procedures, the cost of which will be your responsibility.

#### **PAYMENT OF A LOCAL TELEPHONE PLAN**

In the event that you are required to quarantine during covered travel outside your country of residence, we will cover the costs of setting up a local telephone plan, up to the maximum limit set out in the Schedule of Cover.

#### **ON LOCATION PSYCHOLOGICAL SUPPORT**

In the event of significant trauma following your mandatory quarantine as related to a context of epidemic or pandemic, we can, at your request, put you in contact with a psychologist by telephone, within the maximum limits set out in the Schedule of Cover. These sessions are strictly confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. Under no circumstances can this service be a substitute for psychotherapy, due to the physical absence of the caller.

#### **EMERGENCY KIT**

In the event that you no longer have enough usable personal effects at your disposal due to your quarantine or your hospitalisation following an epidemic or pandemic, we will pay for basic necessities up to the maximum amount indicated in the Schedule of Cover and upon presentation of supporting documents.

#### **HOUSEKEEPING**

Following your repatriation by us following an illness linked to an epidemic or a pandemic, if you cannot perform your usual household chores, we look for, arrange and pay for household assistance, within the maximum limits set out in the Schedule of Cover.

### **DELIVERY OF HOUSEHOLD SHOPPING**

Following your repatriation by us following an illness linked to an epidemic or a pandemic, if you are not able to leave your home, we organise and cover, within the limits of local availability, delivery costs for your shopping within the maximum limits set out in the Schedule of Cover.

### **PSYCHOLOGICAL SUPPORT ONCE HOME**

In the event of significant trauma following an event related to a context of epidemic or pandemic we can, at your request, put you in contact with a psychologist by telephone, within the maximum limits set out in the Schedule of Cover. These sessions are strictly confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. Under no circumstances can this service be a substitute for psychotherapy, due to the physical absence of the caller.

### **SPECIFIC EXCLUSIONS**

Besides the exclusions common to all the indemnities, the following are also excluded And we will not intervene for:

- ◆ Travel taken for diagnosis and/or treatment purposes,
- ◆ Medical and hospital expenses in your country of residence,
- ◆ Drunkenness, suicide or attempted suicide and any consequences thereof,
- ◆ Any self-harm by the insured person,

- ◆ Ailments or benign injuries that can be treated on site and/or which do not prevent the Beneficiary/Insured person from continuing their stay,
- ◆ Being pregnant, unless there are unforeseeable complications, and in any event, pregnancy beyond the 36<sup>th</sup> week, voluntary termination of a pregnancy, the aftermath of childbirth,
- ◆ Convalescence and conditions during a course of treatment that have not yet concluded that involve a risk of sudden aggravation,
- ◆ Illnesses that have been previously diagnosed and that have resulted in hospitalisation within 6 months preceding the date of departure of the stay,
- ◆ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ◆ Prosthesis costs: optical, dental, hearing, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context subject to mandatory quarantine or preventive measures or specific monitoring by international health authorities and/or the local health authorities of the country where you are staying and/or the national authorities of your country of origin, unless otherwise specified in the cover.
- ◆ The costs of spa/thermal waters treatment, cosmetic treatment, vaccination and resultant costs,
- ◆ Stays in a rest home and the resultant costs,
- ◆ Rehabilitation, physiotherapy, chiropractor treatments, and resultant costs,
- ◆ Scheduled hospitalisations.

## **COSTS OF VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS**

### **1 COSTS OF VETERINARY CARE**

If your dog or cat is participating in the insured stay and falls ill or suffers injuries as a result of an accident during the stay and requires a veterinary consultation, we will reimburse up to **€250 per incident**, up to a maximum of 2 consultations per stay.

Furthermore, we will provide you with a list of local veterinary clinics as available.

### **2 ASSISTANCE IN THE EVENT OF ESCAPE/DISAPPEARANCE**

Your pet, which is with you during your covered stay, has escaped or disappeared (strayed or abducted) during your stay.

If you contact our service by telephone (set out above), we can provide you with:

- Advice and the steps to take to help you quickly find your covered pet,
- A list of veterinarians (independent or clinics).

We will contact the organisations in your area that may be able to help you find your pet (local police, animal shelters, town hall, etc.) and we will cover the costs of recovering your pet.

If your pet disappears abroad and remains missing for more than 48 hours, **we will reimburse you for the costs of a rabies test.**

**In any event, the maximum Mutuaide intervention is €250 for all cover included under COSTS OF VETERINARY CARE AND ASSISTANCE FOR DOGS AND CATS.**

## NEED ASSISTANCE?

**Call us, 7 days/week and 24 hours/day**

By telephone from France:

+33 1 45 16 85 42

*(Standard rates apply, as determined by the operator; call may be recorded)*

By e-mail:

[assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)

**To enable us to offer you our best service, please remember to prepare the following information, which you will be asked for when you call:**

- › Your insurance policy number,
- › Your surname and first name,
- › Your home address,
- › The country, town or location where you are calling from,
- › Your precise address (street name and number, hotel, etc.),
- › A telephone number at which we can reach you,
- › The nature of your problem.

**You will be given a claim assistance number during your first call to us. You will have to routinely provide this to our Assistance Service during all subsequent calls or contact.**

### → General provisions

As with all insurance policies, this one comprises reciprocal rights and obligations. It is governed by the French Insurance Code. The rights and obligations are set forth in the following pages.

This is a collective damage insurance policy taken out by Gritchen Affinity with MUTUAIDE ASSISTANCE with optional membership.

**Appendix to Article A. 112-10**

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

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



- you took out the policy for non-professional purposes;
- the policy came with the purchase of goods or a service sold by a supplier;
- you can demonstrate that you are already covered for one of the risks covered by this new policy;
- the policy you wish to cancel has not been fully executed;
- you have not made any claim covered by this policy.

In such a situation, you may exercise your right to cancel this policy by letter or via any other lasting medium sent to the insurer of the new policy, together with the document(s) that show that you already have insurance for one of the risks covered by this new policy. The insurer must reimburse you the premium paid within thirty days of your cancellation.

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

**Additional information:**

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

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

**Consequences of cancelling the policy:**

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

In the event of cancellation, you are only liable to pay the part of the premium or contribution for the period during which the risk was covered, with this period being calculated up to the cancellation date. The full premium or contribution will, however, be payable to the insurance company should you exercise your right to cancel where a loss of which you were unaware occurs, activating the policy cover during the cancellation period.

**Provisions common to all cover**

**DEFINITIONS AND SCOPE OF APPLICATION**

**We, the Insurer**

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

**Serious physical injury**

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

**Attack**

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

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

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

**Insured**

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

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

**Injury**

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

**Natural disaster**

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

**COM**

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

#### **Definition of personal assistance**

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

#### **Covered stay or insured stay**

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

#### **Residence**

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

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

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

#### **DROM**

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

#### **Duration of cover**

- The "Cancellation" cover takes effect on the day on which the insurance policy is taken out and expires on the day of your departure of your stay.
- The duration of validity of all other cover corresponds to the dates of stay indicated on the invoice issued by the trip organiser with a maximum duration of 90 consecutive days.

#### **Basic necessities**

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

#### **Epidemic**

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

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

Austria, Belgium, Bulgaria, Cyprus, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy,

Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

#### **Abroad**

All countries outside your country of residence.

#### **Europe**

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

#### **Incidents covered for assistance**

Illness, injury or death during a covered stay.

#### **Incidents covered for insurance**

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

#### **Execution of services**

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

#### **Excess**

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

#### **Long haul:**

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

#### **Illness**

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

#### **Serious illness**

Sudden and unforeseeable decline in health noted by a competent medical authority and resulting in a prescription for treatment in the name of the ill

person and involving the cessation of all professional or other activities.

#### **Maximum per incident**

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

#### **Family members**

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

#### **Medium haul:**

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

#### **We organise**

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

#### **We pay for**

We pay for the service.

#### **Invalidity**

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

#### **Precious items**

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

#### **Pandemic**

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

#### **Quarantine**

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

#### **Incident**

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

#### **Territory**

Worldwide.

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

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

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

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

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

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

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

#### **FIGHTING FRAUD**

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

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

#### **WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVER?**

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

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

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

Under no circumstances shall the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular

movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous or force majeure event, and their consequences.

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

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

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

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

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

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

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

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

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

## CONDITIONS OF REIMBURSEMENT

We can only refund the Insured upon presentation of the original paid invoices that correspond to the costs that were incurred with our approval.

Refund requests should be sent to:

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

## COMPLAINTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DATA COLLECTION

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

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

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

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

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

These data can also be sent, where necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, court officials

and ministerial officers, trustees, guardians or investigators.

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

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

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

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

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

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

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

The data of people registered on a list of suspected frauds are deleted after five years from being registered on this list.

- In its capacity as Insurer, it is entitled to process data relating to violations, convictions and safety measures, either when the policy is taken out, or during the period of execution, or within the context of managing any litigation.

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

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

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

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

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

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

or

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

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

#### **SUBROGATION**

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



MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured against that company or institution.

#### TIME LIMITS

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

However, this time limit only runs:

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

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

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

- recognition by the debtor of the right of the party against whom the time limit was reached (Article 2240 of the French Civil Code);
- legal action, even in summary proceedings, until termination of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is nullified by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the petitioner withdraws the request or allows the procedure to expire, or if the petitioner's request is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the French Civil Code).

You are reminded that:

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

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

To interrupt the time limit period in its entirety in respect of the other co-debtors, all the heirs of the deceased debtor must be notified, or to all the heirs must be acknowledged as such (Article 2245 of the French Civil Code).

Notification made to the principal debtor or their acknowledgment shall interrupt the time limit against the guarantor (Article 2246 of the Civil Code).

The time frames can also be interrupted by:

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

#### SETTLEMENT OF DISPUTES

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

#### FALSE DECLARATIONS

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

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

**REGULATORY AUTHORITY**

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