

ANNEX 1: INFORMATION NOTICE

INFORMATION NOTICE FOR INSURANCE CONTRACT N° 8103**HOW TO CONTACT OUR INSURANCE SERVICES****MIMAT**

15 Rue des Halles - 75001 PARIS

From Monday to Friday from 9 :00 to 12 :00 and from 14 :00 to 16 :30

We invite you to declare your claim on: remboursement.mimat.upcover.fr**In the event of difficulties, we invite you to prioritise the two means of contact below, in order to optimize the processing of your file:**

- **by chat direct on the internet site:** www.mimat.fr
- **by e-mail:** contact@mimat.fr
- **by post:** MIMAT – 15 Rue des Halles, 75001 Paris

Remember to have the following information to hand, which will be requested from you when you call:

- Your contract number,
- Your surname and forename,
- Your home address,
- A telephone number where we can contact you,
- The reason for your declaration.

During the first call, you will be given a claim file number. Always quote it during all your later contacts with our Assistance Service.

TABLE OF GUARANTEES

INSURANCE GUARANTEES	UPPER LIMIT
<p>1 / CANCELLATION</p> <ul style="list-style-type: none"> ✓ Cancellation for medical reasons (A1). Including: ✓ Cancellation for an illness appearing in the month preceding the departure, in the case of epidemic or pandemic ✓ Cancellation in the event that you are designated as a close contact during the days preceding the departure ✓ Cancellation for refusal of boarding following a temperature check or a positive result of a PCR and/or antigen test upon your arrival at the departure airport ✓ Cancellation in the case of absence of vaccination ✓ Cancellation for all causes (A2) ✓ Cancellation for “anything except” (A3) <p>6 / COSTS OF INTERRUPTION OF STAY</p> <ul style="list-style-type: none"> ✓ Refund of on-site services not used/ Interruption pro rata temporis (transport not included) (B) ✓ When the stay is curtailed following one of the guaranteed events: Or for any reason that is unforeseeable and outside the Policyholder’s control. 	<p>According to the conditions of the cancellation costs schedule: (A1), (A2) and (A3) 6000 € maximum per booking</p> <p>(B) 6000 € maximum per booking</p>

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION**We, the Insurer**

MUTUAIDE ASSISTANCE – 126, Rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. Limited company capitalised at 12 558 240€ – Company governed by the Insurance Code – Subject to supervision by the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – TVA FR 31 383 974 086.

Serious bodily accident

Abrupt deterioration of health arising from the sudden action of an external cause, unintentional on the part of the victim, certified by a competent medical authority, and leading to the issue of a prescription for medication to be taken by the sick person and involving the cessation of all professional or other activity.

Attack

Any act of violence, constituting a criminal or illegal attack committed against persons and/or property in the country where you are staying, with the purpose of seriously disturbing the public order by intimidation and terror, and the subject of media coverage.

That “attack” must be identified as such by the French Foreign Affairs Minister or the Minister for the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider that they form one and the same co-ordinated action, that event will be considered as one and the same event

Policyholder

Private individual or group duly insured under this contract and designated below by the term “you”.

Injury

Abrupt deterioration in health arising from the sudden action of an external cause, unintentional on the part of the victim, certified by a competent medical authority.

Natural disaster

Abnormal intensity of a natural agent not arising from human intervention. Phenomenon such as an earthquake, volcanic eruption, tidal wave, flooding or natural cataclysm, the cause of which is the abnormal intensity of a natural agent, and recognised as such by the public authorities.

COM

COM is understood to mean the Collectivités d’Outre-Mer, that is, French Polynesia, Saint-Pierre-et-Miquelon, Wallis et Futuna, Saint Martin and Saint-Barthélemy.

Guaranteed trip

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

Domicile

For the Insurance guarantees, the domicile is considered to be the Policyholder’s main and usual place of residence throughout the world. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and local authority groupings sui generis

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

DROM

DROM is understood to mean the Départements et Régions d’Outre-Mer, that is, Guadeloupe, Martinique, Guyana, Réunion and Mayotte.

Term of the guarantees

- The “Cancellation” guarantee takes effect on the day when you take out the insurance contract and expires on the day when you leave for your trip.
- The term of the curtailment of stay guarantee corresponds to the dates of the trip shown on the invoice issued by the travel organiser, with a maximum duration of 90 consecutive days.

Epidemic

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

European Economic Area (E.E.A.)

Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Czech Republic, Rumania, United Kingdom, Slovakia, Slovenia, Sweden.

Abroad

Any country outside that in which you are domiciled.

Europe

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

Events covered by insurance

Depending on the products taken out:

- ✓ Cancellation
- ✓ Curtailment of stay

Excess

The part of the claim to be borne by the Policyholder and set out in the contract in the event of compensation following a claim. The excess may be expressed in amounts, percentages, days, hours, or kilometres.

Illness

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

Serious illness

Abrupt and unforeseeable deterioration in health certified by a competent medical authority and leading to the issue of a prescription for medication to be taken by the sick person and involving the cessation of all professional or other activity.

Maximum per event

In the case where the guarantee covers several insured persons who are victims of the same event and insured under the same special conditions, the insurer's guarantee is in all events limited to the maximum amount provided for under that guarantee, regardless of the number of victims. As a result, the compensation is reduced and paid in proportion to the number of victims.

Family members

Your spouse or your common-law partner or any person who is bound to you by a civil union (civil solidarity contract (PACS)), your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless there is a contractual stipulation to the contrary.

Nullity

Any fraud, falsification or false declarations and false witness statements that may bring into play the guarantees provided for in the agreement shall render our undertakings null and void and lead to deprivation of the rights provided for in this agreement.

Pandemic

Epidemic which develops over a vast territory, crossing the borders and qualified as a pandemic by the World Health Organisation and/or the competent local public authorities in the country where the incident takes place.

Mediterranean countries

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

Quarantine

Isolation of the person in the case of suspicion of illness or proven illness, decided on by a competent local authority, for the purpose of avoiding the risk of propagation of the said illness in the context of an epidemic or pandemic.

Incident

Incident of a nature such as to trigger the guarantee under this contract.

Territoriality

Europe.

ARTICLE 2 – DESCRIPTION OF THE INSURANCE GUARANTEES**1/ CANCELLATION****CANCELLATION FOR MEDICAL REASONS**

Cover is guaranteed to you for the reasons and circumstances listed below, excluding all the others, within the limit shown in the Table of Guarantees:

• **Serious illness (including serious illness as a result of an epidemic or pandemic declared within the 30 days preceding the departure), serious bodily accident or death, including the outcomes, sequelae, complications or aggravation of an illness or an accident, found before subscription to your trip, affecting:**

- yourself, your spouse or common-law partner, your ascendants or descendants (to any degree), your guardian or any person usually living under your roof,
- your brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law or mothers-in-law,
- your professional replacement named at the time in your subscription,
- The person named when you take out this contract who is in charge during the trip of taking care of, or accompanying on holiday, your under-age children or a disabled person living under your roof, on condition of a hospitalisation of more than 48 hours or death.

• **If you are declared to be a “close contact” or during the 14 days preceding departure.**

You must provide a proof issued by the national health authority (“CPAM”) or the regional health authority (“ARS”) declaring that you are a “close contact”. In the absence of such proofs, no compensation will be possible.

• **Refusal of boarding following a temperature check or the positive result of a PCR and/or antigen test upon your arrival at the departure airport.** (A proof issued by the transport company that refused to allow you to board, or by the health authorities, must be sent to us without fail; in the absence such proof, no compensation will be possible).

• **Absence of vaccination against Covid 19**

- ✓ In the event that, at the time of taking out this contract, the destination country has not imposed vaccination and that at the time when that is imposed, you do not have the time to undertake the vaccination allowing you to travel.
- ✓ A contra-indication of vaccination, outcomes of vaccination, or a medical impossibility to follow the preventive treatment necessary for the destination chosen for your trip.

• **Complications of pregnancy up to the 28th week.**

- ✓ and which lead to the complete cessation of all professional or other activity and on condition that at the time of departure, you are not more than 6 months pregnant, or,
- ✓ if the nature of the trip itself is incompatible with the state of pregnancy, on condition that you were unaware of your state at the time when you registered.

It is your responsibility to establish the reality of the position giving entitlement to our benefits. We therefore reserve the right to refuse your request, on our doctors’ advice, if the information supplied does not substantiate the facts.

CANCELLATION FOR ALL CAUSES

Cover is guaranteed to you for the reasons and circumstances listed below, excluding all the others, within the limit shown in the Table of Guarantees:

- **Serious material damage** imperatively requiring your presence on the day planned for your departure, in order to take the necessary protective measures following a fire or damage by water or natural elements and affecting more than 50% of your private or professional premises.
- **Theft in your private or professional premises**, imperatively requiring your presence on the day of your departure, on condition that it took place within the 48 hours preceding the departure on the trip.
- **A summons to you for an organ transplant**, on a date occurring during the planned trip, and on condition that the summons was not known at the time when you took out the Contract.
- **A contra-indication of vaccination**, outcomes of vaccination, or a medical impossibility to follow the preventive treatment necessary for the destination chosen for your trip.
- **Serious damage to your vehicle** occurring within the 48 hours preceding the departure, and insofar as it can no longer be used to go to the place where you are to stay / your departure point.
- **An accident or breakdown of your means of transport** occurring during your journey to the departure point, exceeding two hours, making you miss the flight booked for your departure, on condition that you had made arrangements to arrive at the airport at least 2 hours before the last time for boarding.

Your redundancy or that of your spouse or common-law partner, on condition that the proceedings had not commenced on the day when this contract was taken out and/or that you were not aware of the date of the event at the time when you took out the contract.

- **Obtaining salaried employment or a paid internship**, taking effect before or during the dates planned for your trip, while you were registered with the unemployment (Pôle Emploi) agency, on condition that it is not a case of extension, renewal, or amendment of the type of contract, nor an assignment offered by an agency specialising in temporary work.
- **A summons to you of an imperative and unforeseeable nature and which cannot be postponed**, from a public authority for a date that falls within the period of the planned trip, and on condition that the summons was not known at the time when you took out the Contract.
- **A summons to you**, for a date falling during the period of your trip, **to a university re-take examination** on condition that the failure of the examination was not known at the time when you took out the Contract.
- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, on condition that you did not make any request that was refused by those authorities during a previous trip, that your approaches enabled them to take up their position before your trip, and on condition that you respected the constraints required by the administrative authorities of that country.
- **Your professional transfer**, not disciplinary, imposed by your employer, obliging you to move home during the period of your insured stay or within the 8 days preceding your departure and on condition that the transfer was not known at the time when you took out the contract. This guarantee is granted to salaried workers, **excluding liberal professionals, directors, company legal representatives, independent workers, craftsmen and showbusiness workers in casual employment.**
- **The deletion of, or change to, your paid holiday dates made by your employer.** This guarantee is granted to salaried workers, **excluding liberal professionals, directors, company legal representatives, independent workers, craftsmen and showbusiness workers in casual employment.** That holiday, which is a vested right, must have been the subject of a prior written agreement by the employer before the contract was taken out.

- **A summons to you for the adoption of a child** during the period of your insured stay, on condition that the summons was not known at the time when you took out the Contract,
- **Cancellation for separation of a couple**, whether married, bound by a civil union (civil solidary contract) or formally co-habiting: this guarantee shall only apply upon presentation of legal and administrative documents proving the genuine nature of the separation, or conjugal life in the case of cohabitation (divorce proceedings, termination of civil union (civil solidary contract(PACS)), all documents certifying the couple's conjugal life, electricity, gas or telephone bills, joint bank accounts, joint declaration, etc.).
- **The theft, within the 48 hours preceding your departure, of your identity papers** (passport, identity card) **indispensable for crossing the borders planned** during your trip, on condition that a declaration of theft was made to the nearest police authorities as soon as you were aware of the theft.
- **Cancellation for a covered reason** by one or more persons registered at the same time as you (Maximum 8) and insured under this contract. If you wish to go on the trip alone, account is taken of any additional costs, although our refund cannot exceed the amount due in the case of cancellation at the date of the event
- **Costs of change of name** invoiced by the service-provider if, for a covered event, you prefer to be replaced by another person rather than cancel your trip. Our refund cannot exceed the amount due in the case of cancellation at the date of the change of name.
- **A riot, an attack, an act of terrorism, or epidemic occurring abroad** in the destination town(s) for your trip. The guarantee shall apply in the event of riot, attack or acts of terrorism when at least 2 of the 3 following conditions are present:
 - The event has caused material and bodily damage in the destination town(s) for your trip,
 - The Ministry of Foreign Affairs has strongly advised against travel to destination town(s) for your trip,
 - Your departure date is planned for less than 30 days after the event and no event of the same nature has occurred in the country concerned within the thirty days before the contract was taken out; that event must occur after the contract was taken out.

In all the cases for cancellation of the trip, the compensation will be paid to you after deduction of a specific excess shown in the Table of Guarantees. That excess shall also apply to the persons registered at the same time as you and insured under this Contract.

CANCELLATION FOR "ANYTHING EXCEPT"

You are also covered by the guarantee, within the limit shown in the Table of Guarantees, **for any other random event, whatever it may be, constituting an immediate, actual and serious obstacle** preventing your departure and/or the pursuance of the activities planned during your trip. 'Random event' means any event that is sudden, unforeseeable and outside the insured's control which justifies the cancellation of the trip. The random event must have a direct causal link to the impossibility of leaving.

THE AMOUNT OF THE GUARANTEE

The compensation paid in application of this Contract can in no case exceed the price of the trip declared when this Contract is taken out and within the limits set out in the Table of Guarantees.

We will refund you the amount of the cancellation costs invoiced in accordance with the conditions of the cancellation schedule set out in the travel agency's general terms and conditions.

Administrative costs of less than 50 euros, tips, visas, and the premium paid for taking out this contract are not refundable.

WITHIN WHAT PERIOD MUST YOU DECLARE THE CLAIM?**Two stages**

1/As soon as you are aware of the first symptoms of the illness or the event triggering the guarantee, you must **IMMEDIATELY advise your travel agency.**

If you cancel the trip with your travel agency at a later date, we will only refund you the cancellation costs as from the date of the contra-indication certified by a competent authority, in accordance with the cancellation schedule appearing in the travel agency's special terms and conditions of sale.

2/After that, you must declare the claim to MIMAT – Insurance Service, within five working days of the event that triggered the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE CASE OF A CLAIM?**Your written claim declaration must be accompanied:**

- in the case of illness or accident, by a medical certificate and/or an administrative hospitalisation notice specifying the origin, the nature, the seriousness and the foreseeable consequences of the illness or the accident,
- in the case of death, by a certificate and the civil registry form,
- in the other cases, by any supporting document justifying the reason for cancellation.

You must give MIMAT - Insurance Service the documents and medical information necessary for examination of your file, using the pre-printed "Medical Service" envelope which we shall send you when we receive the claim declaration, together with the medical questionnaire to be completed by your doctor.

If you do not possess those documents or information, you must obtain those from your general practitioner and send them in the pre-printed envelope referred to above to MIMAT - Insurance Service.

You must also send all information or documents that will be requested from you in order to prove the reason for your cancellation, and in particular:

- ✓ all the photocopies of prescriptions prescribing medication, analyses or examinations and all documents proving that those were issued or carried out, and in particular the medical vouchers including, for prescribed medication, a copy of the corresponding stickers.
- ✓ the statements from the Social Security or any other similar body, relating to the reimbursement of the fees for treatment and payment of the per diem sick pay,
- ✓ the original receipted invoice for the charge that you are required to pay to the travel agency or that the latter has retained,
- ✓ your insurance contract number,
- ✓ the registration form issued by the travel agency,
- ✓ in the case of accident, you must specify the causes and circumstances of that and give us the names and addresses of those responsible and, if applicable, of the witnesses,
- ✓ in the case of refusal of boarding: a proof issued by the transport company that refused to allow you to board, or by the health authorities; in the absence of that proof, no compensation will be possible.
- ✓ and any other document necessary.

Further, it is expressly agreed that you accept in advance the principle of a check by our medical adviser. Therefore, if you oppose this without due cause, you will lose your rights to cover.

WHAT WE EXCLUDE

The Cancellation guarantee does not cover impossibility to leave related to the closure of borders, material organisation, or conditions of accommodation or safety at the destination.

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

- ◆ Any pre-occurring event, primo-diagnosed illness or prior-reported accident, relapse, aggravation, deterioration or hospitalisation thereof between the date of booking the trip and the date of subscription to the insurance policy,
- ◆ Any circumstance only affecting the enjoyment of the trip,
- ◆ Omission of vaccination,
- ◆ Default of any kind, including financial, on the part of the transporter making the performance of its contractual obligations impossible,
- ◆ The lack or excess of snow,
- ◆ Any medical event for which the diagnosis, the symptoms or the cause of those are of a psychic, psychological or psychiatric nature, and which did not give rise to a hospitalisation in excess of 3 consecutive days after this Contract was taken out,
- ◆ Pollution, the local health situation, and natural disasters that were the subject of proceedings under Law N° 82.600 of 13th July 1982, as well as their consequences, or meteorological or climate events,
- ◆ The consequences of criminal proceedings against you,
- ◆ Any other event occurring between the date when the insurance contract is taken out and the departure date for your trip
- ◆ Any event occurring between the date of purchase of the trip and the date when the insurance contract is taken out.
- ◆ The absence of unforeseeability,
- ◆ An act that is wilful and/or blameworthy under the law, the consequences of alcoholic states and consumption of drugs or of any narcotic substance referred to in the Public Health Code, or of medication and treatments not prescribed by a doctor,
- ◆ The simple fact that the French Foreign Affairs Ministry advises against the geographical destination of the trip,
- ◆ An act of negligence on your part,
- ◆ Any event the liability for which may be borne by the travel agency in application of the Tourism Code in force,
- ◆ The failure, for any reason whatsoever, to present the documents essential for the trip, such as passport, identity card, visa, travel warrants, or vaccination booklet, except in the case of theft of the passport or the identity card within the 48 hours preceding the departure.

2/ COSTS OF CURTAILMENT OF STAY

After your medical repatriation organised by the services of MUTUAIDE ASSISTANCE or by any other assistance company, we refund to you, as well as to your family members insured under this contract or a person insured under this contract, who are accompanying you, the costs of the stays already paid for and not used (excluding transport) pro rata temporis, as from the night following the event that resulted in the medical repatriation or hospitalisation on site.

Similarly, if a member of your family not taking part in the trip suffers a serious illness, a serious bodily accident or death, and because of that, you must curtail your stay and we proceed to repatriate you, we refund to you, as well as to the insured members of your family or a person accompanying you, pro rata temporis, the costs of the trip already paid and not used (excluding transport) as from the night following the date of the early return.

We also intervene in the event of theft, serious fire damage, explosion, or damage by water or caused by natural forces at your professional or private premises, and imperatively requiring your presence to take the necessary protective measures; we refund to you and the insured members of your family or a person accompanying you, pro rata temporis, the costs of the trip already paid and not used (excluding transport) as from the night following the date of the early return.

WHAT WE EXCLUDE

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

- ◆ Requests for reimbursement of travel tickets,
- ◆ Requests for reimbursement of services that do not appear on the registration form for the trip and therefore not covered (even if those services are purchased from the organiser's local representative on site),
- ◆ Curtailments of the stay caused by events of which you knew before the departure on the trip.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INCIDENT?

You must declare your claim to MIMAT – Insurance Service within five working days from when you become aware of it, unless there are unforeseeable circumstance or force majeure. After that time limit, if we suffer a loss due to the late declaration, you will lose all right to compensation.

You must send us all the documents necessary for the file to be constituted and thus prove the good grounds for, and the amount of, the claim.

In every case, you must provide us with:

- The original detailed invoices from the travel operator, showing the on-site services and the transport services,
- The invoice for subscription to the trip or the registration form from the agency,
- The certificate or supporting document from the assister confirming the date of the repatriation or early return and the reason for it,
- Any other document that we deem necessary for examination of the file.

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

ARTICLE 3 – CONDITIONS FOR REIMBURSEMENT

Reimbursement to the Policyholder can only be made by us upon presentation of the original paid invoices corresponding to the costs incurred with our agreement.

The requests for reimbursement must be done at :

MIMAT
<https://campsited.remboursement.travel.upcover.fr>
15 rue des halles 75001 Paris

ARTICLE 4 – CLAIMS HANDLING

In the event of disagreement or discontent concerning the implementation of your contract, we invite you to make this known to MIMAT by writing to MIMAT – Service Réclamations – 15 Rue des Halles - 75001 PARIS, for the Insurance guarantees listed below

- ✓ Cancellation
- ✓ Costs of curtailment of stay.

If the response that you receive does not satisfy you, you can send a letter to:

MUTUAIDE
Service Assurance
TSA 20296
94368 Bry sur Marne Cedex

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

If the disagreement persists, you can refer to the Insurance Mediator by letter to:

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

ARTICLE 5 –COLLECTION OF DATA

The Insured acknowledges having been informed that the Insurer processes his or her personal data in accordance with the regulations in force relating to the protection of personal data and that in addition:

- the responses to the question asked are compulsory and that in the case of false declarations or omissions, the consequences for him or her may be the nullity of membership of the contract (Article L 113-8 of the Insurance Code) or the reduction of the compensation (Article L 113-9 of the Insurance Code),
- The processing of personal data is necessary for membership and for performance of the contract and of its guarantees, for the management of commercial and contractual relations, or the enforcement of legal, regulatory and administrative regulations in force.
- The data collected and processed is kept for the term necessary for the performance of the contract or the legal obligation. Those data are then archived in accordance with the terms laid down by the provisions relating to prescription.
- The intended recipients of the data concerning him or her are, within the limit of their duties, the Insurer's services in charge of the signing, management and performance of the insurance Contract and its guarantees, its delegated officers, agents, sub-contractors, and re-insurers within the framework of the exercise of their functions.

They may also be transmitted, if necessary, to professional organisations and to all persons intervening in the contract, such as barristers, experts, court officers and ministerial officers, trustees, guardians, and investigators.

Information concerning him or her may also be transmitted to the Underwriter and to all persons approved as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, guardianship and inspection authorities and all public bodies approved to receive them, together with the services in charge of audit such as statutory auditors, auditors and services in charge of internal audit).

- In its capacity as financial body, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code in matters of the fight against money-laundering and against the financing of terrorism and in that respect, it implements a process of surveillance of the contracts which may result in the drafting of a declaration of suspicion or an asset-freezing measure.

The data and the documents concerning the policyholder are kept for a term of five (5) years as from the closure of the contract or the cessation of the relationship.

- His or her personal data may also be used in the framework of processing for the fight against insurance fraud, which may lead, where applicable, to entry on a list of persons presenting a risk of fraud.

Such an entry may have the effect of lengthening the time for study of his or her file, or the reduction or the refusal of the benefit of a right, a benefit, or a proposed contract or service.

Within that framework, personal data concerning him or her (or concerning persons who are parties or interested parties in the contract) may be processed by all authorised personnel working within the entities of the Insurer Group in the context of the fight against fraud. That data may also be sent to the authorised personnel of the bodies directly concerned by a fraud (other insurance bodies or intermediaries; judicial authorities, mediators, arbitrators, court officers, or ministerial officers; third-party bodies authorised by a legal provision and, where applicable, the victims of acts of fraud or their representatives).

In the case of a fraud alert, the data are kept for a maximum six (6) months to investigate the alert and then deleted, unless the alert proves relevant. In the case of a relevant alert, the data are kept up to (5) years as from the closure of the fraud file, or until the term of the judicial proceedings and the terms of prescription applicable.

For persons entered on a list of presumed fraudsters, the data concerning them are deleted once a period of 5 years has elapsed as from the date of entry on that list.

- In its capacity as Insurer, it is authorised to carry out data processing relating to offences, sentences and security measures, either at the time when the contract is taken out, or during its performance, or in the context of the management of litigation.

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

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

- The Policyholder shall, after proving his or her identity, have a right of access to, correction and deletion of, and objection to the data processed. He or she also has the right to request that the use of his or her data should be limited when they are no longer necessary, or to recover, in a structured format, the data that he or she has supplied when the latter is necessary for the contract or when he or she has consented to the use of those data.

He or she shall have a right to define instructions relating to what happens to his or her personal data after death. Those instructions, whether general or special, concern the conservation, the deletion and the communication of his or her data after his or her death.

Those rights may be exercised with the Insurer's delegated representative for data protection:

- by e-mail: to the address DRPO@SDGAC.fr
- or
- by letter: by writing to the following address: Délégué représentant à la protection des données - SDGAC – 126, Rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

After having made the request to the delegated representative for data protection and remaining dissatisfied, he or she may refer to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 6 – SUBROGATION

MUTUAIDE ASSISTANCE shall be subrogated, up to the amount of the compensation paid and the services that it provides, in the rights and actions of the Insured, against any person responsible for deeds that prompted its action. When the services provided in performance of the agreement are covered, wholly or partly, by another company or institution, MUTUAIDE ASSISTANCE shall be subrogated in the rights and actions of the beneficiary against that company or that institution.

ARTICLE 7 – PRESCRIPTION

In application of Article L 114-1 of the Insurance Code, any action arising from this contract is prescribed after two years as from the event which gave rise to it. That period is extended to ten years for the death guarantees, and actions by the beneficiaries are prescribed at latest thirty years as from that event.

However, that period only runs:

- in the case of concealment, omission, or false or inaccurate declaration on the risk run, from the day when the Insurer becomes aware of it;
- in the case of a claim, from the day when the interested parties become aware of it, if they prove that they did not know of it until that time.

When the cause of the Insured's action against the Insurer is the introduction of a third party, that limitation period only runs as from the day when that third party has brought a court action against the Insured or has been indemnified by the latter.

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

- the recognition by the liable party of the right of the party against whom he was prescribing (Article 2240 of the Civil Code);
- a court application, even in interlocutory proceedings, until the proceedings are extinguished. The same applies when it is brought before a court without jurisdiction or when the instrument of referral to the court is annulled by the effect of a procedural error (Articles 2241 and 2242 of the Civil Code). The interruption is barred if the applicant withdraws his application or allows the proceedings to lapse, or if his application is definitively dismissed (Article 2243 of the Civil Code);
- A protective measure taken in application of the Code of Civil Procedures for Enforcement or a deed of compulsory enforcement (Article 2244 of the Civil Code).

It is reiterated that:

A summons issued to one of the joint and several liable parties by a court application, or by a deed of compulsory enforcement, or the recognition by the liable party of the right of the party against whom he was prescribing, shall have the effect of interrupting the limitation period against all the others, even against their heirs.

However, a summons made to one of the heirs of a joint and several liable party or the recognition of that heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. Said summons or said recognition only interrupts the limitation period with regard to the other jointly liable parties for the part for which that heir is liable.

To interrupt the limitation period entirely, with regard to the other jointly liable parties, the summons must be made to all the heirs of the deceased liable party or the recognition of all those heirs (Article 2245 of the Civil Code).

The summons issued to the principal liable party or his recognition interrupts the period of prescription against the surety (Article 2246 of the Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the despatch of a registered letter with acknowledgment of receipt (sent by the Insurer to the Policyholder concerning the action for payment of the contribution, or sent by the Policyholder to the Insurer concerning

the payment of compensation under the claim).

ARTICLE 8 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insured and the Policyholder relating to the determination and the payment of benefits will be submitted by the first party to act, in the absence of an out-of-court settlement, to the court with jurisdiction for the place where the beneficiary is domiciled, in accordance with the provisions laid down by Article R 114-1 of the Insurance Code.

ARTICLE 9 – FALSE DECLARATIONS

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

- Any concealment or intentionally false declaration on your part will lead to the contract becoming null and void. The premiums paid will remain vested in us and we will be entitled to require payment of the premiums that are due, as laid down in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part, the bad faith of which is not established, shall lead to the cancellation of the contract 10 days after the notification which will be sent to you by registered letter and/or the application of the reduction of compensation of the Insurance Code, as laid down by Article L 113.9.

ARTICLE 10 – SUPERVISORY AUTHORITY

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