

INFORMATION NOTICE FOR INSURANCE POLICY NO. 10239
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HOW TO CONTACT OUR INSURANCE DEPARTMENT

AVI INTERNATIONAL – SPB

Insurance Department

10 Avenue de l'Arche, Immeuble Colisée Garden

CS 70126

92149 COURBEVOIE CEDEX

Monday to Friday from 9.00 am to 5.30 pm

- **by telephone: +33.1.44.63.51.00**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by e-mail: contact-en@avi-international.com**

To submit a refund request, please log on to our website
avi-international.com

TABLE OF COVER

INSURANCE COVER	LIMITS
1 / CANCELLATION ✓ Cancellation for medical reasons (including serious illness following an Epidemic or Pandemic) (A1). ✓ Cancellation for other named causes (A2)	(A1) According to the conditions of the cancellation scale and the limits indicated below (A2) According to the conditions of the cancellation scale and the limits indicated below Excess of 20% of the amount of the claim with a minimum of €75 per person for Cancellation in the event of an attack, riot, act of terrorism or natural disaster at the place of stay

Table of cover limits		
Price of the trip	Cancellation of Trip	
	Maximum amount per person	Maximum amount per event
< €500	€500	€50,000
€501 to €1,000	€1,000	
€1,001 to €3,000	€3,000	
€3,001 to €6,000	€6,000	
€6,001 to €9,000	€9,000	
€9,001 to €12,000	€12,000	
€12,001 to €15,000	€15,000	

Maximum commitment per policy and per event: if several Insureds are compensated for the same event, the total amount of benefits paid by Mutuaide Assistance may not exceed €50,000 including tax per event for all benefits and all Insureds combined. If the total amount of the benefits exceeds this overall limit, the benefits will be paid to the Insureds up to the limit of this amount, and each Insured will then be compensated in proportion to the share that his/her loss represents of the total amount of the losses incurred as a result of this event by the other Insureds under this policy.

ARTICLE 1 – PURPOSE OF THE POLICY

The purpose of this policy is to cover the Insured, within the limits and under the conditions defined below, for the Stay that he/she makes as part of a tourist or language stay, school exchange programme, internship, study trip, humanitarian trip, working holiday programme or au pair stay.

This policy must be taken out subject to the following conditions being met:

- The departure date of your Stay/Trip is equal to or greater than 10 days.
- The booking of your Stay/Trip has been made in the last 48 hours.
- The costs of your Stay/Trip have been incurred with a travel organiser, tourism professional or educational establishment.

ARTICLE 2 – DEFINITIONS AND SCOPE

We, the Insurer

The Insurer is MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy-le-Grand CEDEX. SA with share capital of €15,180,660 - Company governed by the French Insurance Code - Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 Bobigny Trade and Companies Register – VAT FR 31 383 974 086.

Abroad

Any country outside your Home country.

Attack

Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage.

This “attack” must be recorded by the Ministry of Foreign Affairs in your country of Domicile or the Ministry of the Interior.

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

Cancellation fee scale

Amount of costs retained by the trip Organiser in the event of cancellation of your stay before departure. The amount is set either as a percentage of the price of the Stay or as a lump sum, depending on the number of days remaining between the day of cancellation and the day of departure.

Claim

Random event likely to trigger the cover under this policy.

Complications during pregnancy

Physician-certified unforeseen complications during pregnancy, namely : toxæmia, hypertension gravidarum, pre-eclampsia, hydatidiform mole (molar pregnancy), hyperemesis gravidarum , ante partum haemorrhage, ectopic pregnancy, retroplacental haematoma, placenta previa, post partum haemorrhage, retained placental membranes, miscarriage, stillbirth, emergency caesarean section, medical termination of pregnancy and all premature deliveries or threats of premature deliveries more than 8 weeks (or 16 weeks for twin pregnancies) before term.

Covered events

- ✓ Cancellation

Covered trip

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 18 consecutive months.

DROM

French Overseas Departments refers to Guadeloupe, French Guyana, Martinique, Mayotte and Réunion. The French Overseas Departments are considered as Foreign departments.

Duration of cover

The “Cancellation” cover takes effect on the day you take out the insurance policy and expires on the day of your departure for the trip.

Epidemic

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

Essential items

Clothing and toiletries allowing you to temporarily deal with the unavailability of your personal belongings.

European Economic Area (EEA)

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

Excess

Share of the loss for which the Insured is responsible under the policy in the event of compensation following a loss. The excess may be expressed in amount, percentage, day, hour or kilometre.

Family members

Your legal or de facto spouse or any person linked to you by a Civil Union, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces or those of your spouse.

They must be domiciled in the same country as you unless contractually stipulated otherwise.

French overseas departments and territories

French Overseas Departments refers to Guadeloupe, French Guyana, Martinique, Mayotte and Réunion. The French Overseas Departments are considered as departments abroad.

French overseas territories refer to French Polynesia, Saint-Pierre-et-Miquelon, Wallis-et-Futuna, Saint-Martin and Saint-Barthélemy.

Home

Domicile means your principal and habitual place of residence in France, in the European Economic Area, Switzerland, the Principality of Andorra, Monaco, the French overseas departments and territories and New Caledonia. In the event of a dispute, the tax domicile constitutes the home.

Illness

Sudden and unpredictable alteration of health certified by a competent medical authority.

Injury

Sudden alteration of health resulting from the sudden action of an external cause which is unintentional on the part of the victim as determined by a competent medical authority

Insured

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

Invalidity

Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

Maximum per event

In the event that the cover applies to several Insured Parties who are victims of the same event and insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

Natural disaster

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

Organiser

The tour operator, tourism professional, travel agent, educational and/or language travel organisation or school.

Pandemic

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

Serious bodily injury

Sudden alteration of health resulting from the sudden action of an unintentional external cause on the part of the victim, confirmed by a competent medical authority, resulting in the issue of a prescription for taking medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Serious illness

Sudden and unforeseeable alteration of health confirmed by a competent medical authority resulting in the issue of a prescription for taking medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Stay/Trip

Costs incurred in connection with a tourist or language stay, school exchange programme, internship, study trip, humanitarian trip, working holiday programme or au pair stay, in the country of Domicile or Abroad. This includes the cost of transport, accommodation or tuition, as well as the language stay package booked with the tour operator or school, the dates, destination and price of which are shown on the special terms and conditions.

Territoriality

Entire world.

Countries and regions not recommended by the Ministry of Foreign Affairs of your country of Domicile and/or your place of stay and/or by the World Health Organisation are excluded.

We organise

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

We take care of

We finance the service.

ARTICLE 3 – DESCRIPTION OF INSURANCE COVER**1/ CANCELLATION****CANCELLATION FOR MEDICAL REASONS**

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

• **Serious illness (including serious illness following an Epidemic or Pandemic), serious bodily Accident or death, including the consequences, after-effects, complications or worsening of an illness or accident, recorded before you took out your trip:**

- you, your legal or *de facto* spouse, ascendants or descendants (any degree), your guardian or any person ordinarily living under your roof,
- your brothers, sisters, including the children of the spouse or common-law partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement appointed at the time of subscription,
- the person designated at the time of taking out this policy, responsible during your trip for keeping or accompanying your minor children on holiday, or the disabled person living under your roof, provided that there is hospitalisation of more than 48 hours or death.

• **Pregnancy Complications up to the 28th week.**

- ✓ and which result in the absolute cessation of any professional or other activity and provided that at the time of departure you are not more than 28 weeks pregnant or,
- ✓ if the very nature of the trip is incompatible with the pregnancy, provided that you are not aware of your condition at the time of registration.

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

CANCELLATION FOR OTHER NAMED CAUSES

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

• **Your summons for an urgent examination or surgery**, the postponement of which would be contraindicated by a medical authority that prevents the trip from taking place, even though you were on a waiting list to undergo this examination or surgery, provided that the summons was not known at the time the Policy was taken out. Only examinations and surgeries in connection with a medical transplant may give rise to the application of this cover.

• **A contraindication for vaccination**, follow-up to vaccination, or medical inability to follow preventive treatment necessary for the destination chosen for your trip.

- **A riot, an attack, an act of terrorism or a natural disaster occurring abroad**, in at least one of the destination cities of your trip. You are covered in the event of a riot, an attack or an act of terrorism, when at least two of the three following conditions are met:

- The event resulted in property damage and personal injury in at least one of the destination cities of your trip,
- The Ministry of Foreign Affairs of your country of Domicile and/or the World Health Organisation strongly advise against travelling to at least one of the destination cities of your trip,
- The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the country in question in the 30 days prior to taking out the policy. The event must occur after the policy is taken out.

An excess of 20% of the amount of the claim with a minimum of €75 per person is applied in the event of cancellation for one of these reasons.

• **Serious property damage** requiring your presence on the scheduled day of departure to take the necessary precautionary measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.

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

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

• **Your dismissal for economic reasons** or that of your legal or de facto spouse, provided that the procedure has not been initiated on the day this Policy was taken out and/or that you were not aware of the date of the event at the time the Policy was taken out.

• **Obtaining a salaried job or a paid internship**, taking effect before or during the dates scheduled for your trip, while you were registered with the National Employment Service in your country of Domicile, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.

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

• **Your summons**, on a date during your trip, **to a university catch-up examination** provided that the failure of the examination was not known at the time of taking out this Policy.

• **Your repeating a school year or failing an exam** which makes it impossible for you to take part in the school programme for which the trip is intended, or which requires you to attend exams or make-up classes during the dates of the trip, provided that the announcement of the repetition or failure of the exam was not known on the date the Policy was taken out.

• **Refusal of a tourist or student visa** by the authorities of the country chosen for your trip, provided that you have not submitted any application that was refused by these authorities during a previous trip, that your procedures allowed them to take a position prior to your trip, and provided that you comply with the constraints imposed by the administrative authorities of that country.

• **Your professional transfer or that of a parent of an insured minor**, non-disciplinary, imposed by your employer, requiring you to relocate during your insured stay or during the 8 days preceding your departure and provided that the transfer was not known at the time of taking out the Policy. This cover is granted to salaried employees, **excluding members of a liberal profession, directors, company legal representatives, self-employed workers, craftsmen and part-time workers in the entertainment industry.**

• **Cancellation or change of the date of your paid leave by your employer or cancellation or change of the paid leave of the parents of an Insured minor.** This cover is granted to salaried employees, **excluding members of a liberal profession, directors, company legal representatives, self-employed workers, craftsmen and part-time workers in the entertainment industry.** This leave, corresponding to an acquired right, must have been the subject of a prior written agreement from the employer before taking out the Policy.

- **Theft, in the 48 hours prior to your departure, of your identity papers** (passport, ID card) which are **essential to cross the borders** during your trip, provided that a theft report has been made to the nearest police authorities as soon as the theft is known.
- **Cancellation for a covered reason** by one or more persons registered at the same time as you and insured under this policy. If you wish to make the trip alone, additional costs are taken into account, without our reimbursement exceeding the amount due in the event of cancellation on the date of the event.
- **Name change fees** charged by the service provider if, for a covered event, you prefer to be replaced by another person rather than cancel your stay. Our reimbursement will not exceed the amount due in the event of cancellation on the date of the name change.

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

AMOUNT OF THE COVER

The compensation paid pursuant to this Policy may not under any circumstances exceed the price of the trip declared at the time of taking out this Policy and within the limits set out in the Table of cover Ceilings above.

We will reimburse you for the amount of cancellation fees charged according to the conditions of the cancellation scale listed in the Organiser's general terms and conditions.

Tip and visa fees and the premium paid in return for taking out this policy are not reimbursable.

An excess of €50 is applied to the handling fee.

HOW LONG DO YOU HAVE TO REPORT A CLAIM?

Two steps

1/ Upon the first manifestation of the illness or upon becoming aware of the event giving rise to the cover, you must notify **the Organiser IMMEDIATELY**.

If you cancel the trip at a later date with the Organiser, we will only reimburse you for the cancellation costs from the date of the contraindication confirmed by a competent authority, in accordance with the cancellation scale set out in the Organiser's special terms and conditions of sale.

2/ On the other hand, you must report the claim to AVI INTERNATIONAL – SPB, Insurance Department, within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

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

You must provide AVI INTERNATIONAL – SPB, Insurance Department with the documents and medical information required to process your claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your doctor and send them to AVI INTERNATIONAL – SPB, Insurance Department.

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

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations as well as all documents justifying their issuance or execution, and in particular the sickness sheets containing, for the prescribed medicines, a copy of the corresponding labels.
- ✓ statements from Social Security or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice for the debit you are required to pay to the travel agency or which the latter retains,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, where applicable, witnesses,
- ✓ and any other necessary documents.

In addition, it is expressly agreed that you accept in advance the principle of an inspection by our medical advisor. Therefore, if you object to this without legitimate reason, you will lose your rights to coverage.

WHAT WE EXCLUDE

The Cancellation cover does not cover the impossibility of leaving due to the material organisation, accommodation conditions or security conditions of the destination.

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

- ◆ Events occurring more than 60 days before the departure date,
- ◆ An event, illness or accident that has been the subject of an initial observation, relapse, worsening or hospitalisation between the date of purchase of the stay and the date of taking out the insurance policy,
- ◆ Any circumstance that is simply detrimental to enjoyment,
- ◆ Pregnancy including its Complications beyond the 28th week and in all cases, the voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,
- ◆ Failure to vaccinate,
- ◆ Failure of any kind, including financial, of the carrier making it impossible to perform its contractual obligations,
- ◆ Lack of or excess snow,
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, unless otherwise stipulated in the cover, weather or climatic events,
- ◆ The consequences of criminal proceedings to which you are subject,
- ◆ Any other event not listed in Article 3 of this information notice occurring between the date of taking out the insurance policy and the date of departure of your trip
- ◆ Any event occurring between the date on which the trip was arranged and the date on which the insurance policy was taken out,
- ◆ The absence of a hazard,

- ♦ An intentional and/or reprehensible act by law, the consequences of alcohol conditions and the consumption of drugs, any narcotic substance mentioned in the Public Health Code of your country of Domicile, medicines and treatments not prescribed by a doctor,
- ♦ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs in your country of Domicile,
- ♦ Your negligent act,
- ♦ Any event for which the Organiser may be held liable in application of the Tourism Code in force in your country of Domicile,
- ♦ Non-presentation, for any reason whatsoever, of documents essential for the stay, such as passport, identity card, visa, travel documents, vaccination booklet except in the event of theft, within 48 hours prior to departure, of the passport or identity card.

ARTICLE 4 - GENERAL EXCLUSIONS

The following do not give rise to our intervention:

- ♦ Services that have not been requested within five (5) working days of the event triggering the cover,
- ♦ Meals and hotel costs, except those specified in the text of the covers,
- ♦ Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,
- ♦ The amount of the convictions and their consequences,
- ♦ The use of narcotics or drugs not medically prescribed,
- ♦ The Insured's state of inebriation,
- ♦ Customs fees,
- ♦ Participation as a competitor in a competitive sport or rally giving entitlement to a 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 practice, in a professional capacity, of any sport,
- ♦ Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air locomotion vehicle,
- ♦ The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- ♦ Costs incurred after the return from the trip or expiry of the cover,
- ♦ Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ♦ Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- ♦ Official prohibitions, seizures or restrictions by law enforcement,
- ♦ The use by the Insured of air navigation devices,
- ♦ The use of munitions, explosives and firearms,
- ♦ Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,
- ♦ Suicide and attempted suicide of the Insured,
- ♦ Epidemics and pandemics unless otherwise stipulated in the cover, pollution and natural disasters, unless otherwise stipulated in the cover,
- ♦ Civil or foreign war, strikes, hostage-taking, popular uprisings, riots, acts of terrorism, unless otherwise stipulated in the cover,
- ♦ The disintegration of atomic nuclei or any irradiation from a radioactive energy.

Under no circumstances may MUTUAIDE ASSISTANCE be held liable for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of atomic nuclei, the explosion of radioactive nuclear devices and nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseeable or force majeure event, as well as their consequences.

ARTICLE 5 – PROCESSING OF COMPLAINTS

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

For any complaint regarding your Cancellation cover, you can contact AVI INTERNATIONAL - SPB by calling **01.44.63.51.00**.

If your verbal complaint is not resolved to your satisfaction, please write to us, either by email to: claims@avi-international.com or by post at:

AVI INTERNATIONAL – SPB
Complaints Department
10 Avenue de l'Arche, Immeuble Colisée Garden
CS 70126
92149 COURBEVOIE CEDEX

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

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (La Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

ARTICLE 6 – DATA COLLECTION

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

- The answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code),
- The processing of personal data is necessary for the subscription and performance of his/her policy and its cover, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed is retained for the period necessary for the performance of the policy or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to limitation periods.
- The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

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

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

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, 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 is retained for a maximum of six (6) months to support the alert and then is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them is deleted after the period of five years from the date of registration on this list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes.
- Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Insured has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter is necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

These rights may be exercised with the Data Protection Officer of the Insurer:

- by email to: DRPO@MUTUAIDE.fr
- or
- by post: by writing to the following address: Délégué représentant à la protection des données [Data protection officer] - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 7 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Beneficiary, against any person responsible for the events that motivated its intervention. When the services provided under the agreement are covered in whole or in part through another company or institution, MUTUAIDE ASSISTANCE shall be subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 8 – LIMITATION PERIOD

Pursuant to Article L.114-1 of the French Insurance Code, any action arising from this policy shall be time-barred two years from the event giving rise thereto. This period is extended to ten years for death cover, with the beneficiaries' actions being time-barred no later than thirty years from this event.

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;
- in the event of a claim, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the insured or was compensated by the latter.

This limitation period 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 person against whom he/she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:

A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he/she was time barred interrupts the limitation period against all the others, even against their heirs.

On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code).

A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

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

ARTICLE 9 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the beneficiary's Domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

ARTICLE 10 – FALSE DECLARATIONS

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

- Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the 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 shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the French Insurance Code as provided for in Article L.113.9.

ARTICLE 11 – 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 92459 – 75436 Paris Cedex 9.