

INFORMATION NOTICE FOR CANCELLATION CONTRACT No. 4228



HOW TO CONTACT OUR INSURANCE SERVICE

ASSURINCO

122, bis Quai de Tounis – 31 000 TOULOUSE

Monday through Thursday from 2:00 p.m. to 6:00 p.m. and Friday from 2:00 p.m. to 5:00 p.m.

- **by telephone within France: 05.34.45.31.51**
- **by telephone abroad: 33.5.34.45.31.51 preceded by the local prefix for international access**
- **by e-mail: sinistre@assurinco.com**

Remember to gather the following information which will be requested when you call:

- Contract no. 4228,
- Your last and first names,
- The address of your domicile,
- The telephone number where you can be reached,
- The reason for your declaration.

At the time of the first call, an insurance case number will be provided to you. Be prepared to provide it for any subsequent contact with our Insurance Services.

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
<p>1 / CANCELLATION (A)</p> <ul style="list-style-type: none"> ✓ Death, serious illness or accident involving serious bodily harm of the Insured or a member of his family ✓ Death of uncles, aunts, nephews and nieces ✓ Complications of pregnancy up to 28th week ✓ Serious damage at private or professional premises ✓ Theft at private or professional premises ✓ Notice to appear as a witness or juror, ✓ Notice to appear for a procedure to adopt a child ✓ Notice-to-appear for make-up examination ✓ Obtaining salaried employment or training with compensation ✓ Dismissal for economic reasons ✓ Job transfer ✓ Elimination and modification of paid holiday ✓ Serious damage to vehicle 48 hours before departure ✓ Theft of identification documents in the 5 days before departure ✓ Contraindication of vaccination ✓ Cancellation of person coming on trip ✓ Expenses for change of name <p>2 / MISSED DEPARTURE (B)</p> <ul style="list-style-type: none"> ✓ Packages, cruises or rental (B1) ✓ Transport only (B2) 	<p>(A) 6,500 € per person / Maximum 32,500 € per event</p> <p><u>Deductible:</u></p> <p>- 30 € per case</p> <p>- <u>except</u> for guarantees for Professional transfer, Elimination and modification of paid leave, Theft of identification documents in the 5 days before departure for which the deductible is 20% of the amount of the loss with a minimum of 100 € per case</p> <p>(B) 6,500 € per person / Maximum 32,500 € per event</p> <p>(B1) 50% of initial invoice (B2) 80% of cost of initial ticket</p>

ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

Us

MUTUAIDE ASSISTANCE – 8/14 AVENUE DES FRÈRES LUMIÈRE – 94368 BRY-SUR-MARNE CEDEX – S.A. WITH CAPITAL OF 9,590,040 € FULLY PAID IN – COMPANY GOVERNED BY THE INSURANCE CODE RCS 383 974 086 CRÉTEIL – TVA FR 31 3 974 086 000 19.

Accident with serious bodily harm

Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

Insured

Natural person or group duly insured under the present contract and designated, hereafter, by the term “you”. These persons must be domiciled in France, in the DOM-ROM COM and collectivities sui generis (Overseas departments and territories) or in Europe.

Domicile

Your principal and habitual place of residence in France, in the DOM-ROM COM and collectivities sui generis (overseas departments and territories) or in Europe. In case of disagreement, the tax domicile shall be considered the domicile.

DOM-ROM, COM and collectivities sui generis (Overseas departments and territories)

Guadeloupe, Martinique, French Guyana, Reunion Island, French Polynesia, Saint Pierre and Miquelon, Wallis and Futuna, Mayotte, Saint Martin, Saint Bartheleme, New Caledonia.

Duration of the guarantees

The "Cancellation" and "Missed departure" guarantees take effect on the day of your subscription of the insurance contract and expire on the day of departure for your trip.

Europe

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

Deductible

Portion of the claim left under the responsibility of the Beneficiary/Insured specified by the contract in case of indemnification following an incident. The deductible may be expressed as an amount, percentage, days, hours or kilometres.

Illness

Sudden and unforeseeable alteration of health observed by a competent medical authority.

Serious illness

Sudden and unforeseeable change in health observed by a competent medical authority and resulting in the issuance of a prescription for medication to the ill person and involving the cessation of any professional or other activities.

Maximum per event

In case the guarantee is exercised in favour of several insured victims for the same event and insured under the same particular conditions, the guarantee of the insurer is, in any event, limited to the maximum amount specified for this guarantee regardless of the number of victims. Afterwards, the indemnities are reduced and settled in proportion to the number of victims.

Family members

Your legal or common-law spouse or any person bound to you by a Pacs (civil solidarity pact), your ascendants or descendants or those of your spouse, your father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or those of your spouse. They must be domiciled in the same country as you unless there is a contractual stipulation to the contrary.

Invalidity

Any fraud, falsification, false declaration or false account which could lead to application of the guarantees specified in the agreement, results in the invalidity of our commitments and forfeiture of the rights specified in said agreement.

Claim

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

Territoriality

Entire world.

ARTICLE 2 – DESCRIPTION OF INSURANCE GUARANTEES

1/ CANCELLATION

CANCELLATION FOR A MEDICAL REASON

The guarantee is provided to you for the reasons and circumstances listed hereafter, to the exclusion of any others and to the limit of the amount and deductible in the Table of Guarantees:

- **Serious illness, serious accident involving bodily harm**, including the aftermath, after-effects, complications or aggravation of an illness or accident, observed before reserving your trip, **involving you, a member of your family or any person habitually living under your roof.**
- **Death of an uncle, aunt, nephew or niece.**
- **Complications of pregnancy up to the 28th week**,
 - ✓ and resulting in complete discontinuation of all professional or other activities, and provided that, at the time of departure, you were not more than 6 months pregnant or,
 - ✓ if the very nature of the trip is incompatible with the condition of pregnancy, provided that you were not aware of your condition at the time of your reservation.

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

CANCELLATION FOR SPECIFIED CAUSES

The guarantee is provided to you for the reasons and circumstances listed hereafter, to the exclusion of any others and to the limit of the amount and deductible in the Table of Guarantees:

- **Serious property damage** absolutely requiring your presence on the day of planned departure to carry out the necessary conservatory measures, following a fire, water damage or natural events and affecting more than 50% of your private or professional premises.
- **Theft at your private or professional premises**, absolutely requiring your presence on the day of departure, provided that it occurs in the 48 hours preceding your expected date of departure.
- **Your notice to appear as a witness or juror in a Court**, requiring your presence during the period of your stay, which may not be deferred, and provided that you were not aware of the notice to appear at the time of subscription of the insurance contract.
- **Your notice to appear for the adoption of a child**, requiring your presence during the period of your stay, which may not be deferred, and provided that you were not aware of the notice to appear at the time of subscription of the insurance contract.
- **Your notice-to-appear for a make-up examination for university studies** on a date occurring during your trip, provided that failure of the examination was not known on the date of subscription of the present insurance contract.
- **Obtaining paid employment or an internship with compensation**, taking effect before or during the expected dates of your trip, while you were registered with Pôle Emploi (the unemployment administration), provided that this does not involve a case of prolongation, renewal or modification of the type of contract, or an assignment provided by a temporary employment company.
- **Your dismissal for economic reasons** or that of your spouse or common-law spouse, provided that the procedure had not been initiated on the day of subscription of the present Contract and/or provided that you were not aware of the date of the event at the time of subscription of the contract.
- **Your job transfer**, not for disciplinary reasons, imposed by your employer, obligating you to relocate during the period of your insured trip or in the 8 days preceding your departure and provided that you were not aware of the transfer at the time of subscription of the insurance contract.

- **Elimination or modification of the date of your paid leave by your employer.** This guarantee is granted to salaried employees, to the exclusion of independent professionals, senior managers, legal representatives of companies, independent workers, artisans and intermittent workers in the entertainment industry. This leave, corresponding to a vested right, must have been approved beforehand by your employer.
- **Serious damage to your vehicle** occurring in the 48 hours preceding the departure, and to the extent that it may no longer be used to take you to the location of your departure.
- **Theft**, in the 5 days preceding your departure, **of your identification documents** (passport, identification card) which are indispensable for passing through customs as required during your trip, provided that a declaration of theft was made as quickly as possible to the closest police authorities.
- **A contraindication of vaccination**, the aftereffects of vaccination, or the impossibility of following preventive medical treatment necessary for the destination chosen for your travel.
- **Cancellation for a covered reason** of one or several persons registered at the same time as you (Maximum 4) and insured under the present contract, if, due to this cancellation, you must travel alone. If you wish to take the trip alone, additional expenses are taken into account, without our reimbursement being able to exceed the amount due in case of cancellation on the date of the event.
- **The expenses for a name change billed by the service provider** (TO, airline...) if, for a covered event, you prefer to be replaced by another person rather than to cancel your stay. In all cases, our reimbursement will not be able to exceed the amount due in case of cancellation on the date of the event.

AMOUNT OF THE GUARANTEE

The indemnity paid in application of the present Contract may not under any circumstances surpass the price of the trip declared at the time of subscription of the present Contract, and to the limits specified in the Table of Guarantees, per person insured and per event.

We reimburse you for the amount of fees for cancellation billed under the conditions of the scale of cancellation listed in the terms and conditions of sale of the travel agency.

Administrative fees of less than 50 euros, gratuities, and charges for a visa, as well as the premium paid in exchange for subscription of the present contract, are not subject to reimbursement.

WHAT IS THE TIMEFRAME WITHIN WHICH YOU MUST DECLARE THE CLAIM?

Two steps

1/ From the first sign of illness or as soon as you become aware of the event leading to application of the guarantee, you must notify your travel agency IMMEDIATELY.

If you cancel the trip later with your travel agency, we will only reimburse cancellation fees following the date of the contraindication observed by a competent authority, in conformity with the cancellation scale appearing in the special conditions of sale of the travel agency.

2/ In addition, you must declare the incident with ASSURINCO in the five business days following the event triggering the guarantee, except in case of unforeseen circumstances or force majeure. Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.

WHAT ARE YOUR OBLIGATIONS IN CASE OF AN EVENT?

Your written declaration of incident must be accompanied:

- in case of illness or an accident, by a medical certificate and/or an administrative report of hospitalization specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in case of death, by a certificate and a record of civil status,
- in all other cases, by any confirmation supporting the reason for your cancellation.

You must send ASSURINCO the documents and medical information necessary for investigation of your case, as well as the confidential medical certificate to be completed by your doctor.

If you do not have these documents or information, you will have to have them provided by your doctor and send them to ASSURINCO.

You will also have to send all information or documents requested of you in order to justify the reason for your cancellation, and notably:

- ✓ all photocopies of prescriptions for medications, analyses or examinations, as well as all documents serving as proof of their delivery or execution, and notably care forms including, for prescribed medications, the copy of the corresponding labels.
- ✓ the calculations from Social Security or from any other similar organization, relative to reimbursement of the expenses for treatment and payment of daily indemnities,
- ✓ the original of the settled invoice for the debit which you are required to pay to the travel agency or which this latter party retains,
- ✓ the number of your insurance contract,
- ✓ the subscription notice issued by the travel agency,
- ✓ in case of an accident, you will have to indicate the causes and circumstances to us and provide us with the names and addresses of the responsible parties, as well as, if applicable, of the witnesses,
- ✓ and any other necessary document.

Furthermore, it is expressly agreed that you accept, in advance, the principle of supervision by our consulting physician. As such, if you object to this without a legitimate reason, you lose your rights to coverage.

The documentation is to be sent to

ASSURINCO

122 bis quai de Tounis - 31000 TOULOUSE

Email: sinistre@assurinco.com

WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving related to material organization, conditions of lodging or of security of the destination.

Other than the exclusions common to all guarantees, the following are also excluded:

- ◆ Any event, illness or accident having been observed previously, a relapse, aggravation or hospitalization between the purchase date of the stay in the date of subscription of the insurance contract,
- ◆ Any circumstance representing only a simple inconvenience,
- ◆ Conditions of pregnancy, related complications, beyond the 28th week of pregnancy and, in all cases, voluntary abortion, childbirth, in vitro fertilization and their consequences,
- ◆ Forgotten vaccination,
- ◆ Default of any kind, including financial, of the trip organizer or of the transporter, rendering execution of its contractual obligations impossible,
- ◆ The absence of snow or excess snow,
- ◆ Any medical event for which the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which did not result in hospitalization of greater than 3 consecutive days following subscription of the present Contract,
- ◆ Pollution, the local sanitation situation, natural disasters covered by the procedure mentioned by law no. 82.600 of 13 July 1982, as well as their consequences, meteorological or climatic events,
- ◆ The consequences of penal procedures in which you are involved,
- ◆ The absence of hazard,
- ◆ An act that is intentional and/or reprehensible by the Law, the consequences of inebriation and the consumption of drugs, of any narcotic substance mentioned in the Public Health Code, of medications and treatments not prescribed by a doctor,

- ◆ Due to the mere fact that the geographical destination of the trip is ill-advised by the French Ministry of Foreign Affairs,
- ◆ Due to an act of negligence on your part,
- ◆ Any event for which responsibility could be incumbent upon the travel agency in application of the Tourism Code in effect,
- ◆ Non-presentation, for any reason at all, of documents which are necessary for the stay, such as passport, identification card, visa, transport tickets, vaccination records, except in case of theft, within the 5 days before the departure, of the passport or identification card.;

2/ MISSED DEPARTURE

If you miss your plane for your outbound trip, due to an unforeseeable event which is independent of your will, and which may be proven, except in case of a change due to the transporter, we will pay you an indemnity, to the limit of the amount indicated in the Table of Guarantees, if your initial transport ticket may not be changed.

This guarantee is provided as long as you left a minimum margin of 2 hours before the deadline for check-in.

Under no circumstances may the amount be greater than that which would result from cancellation of the trip.

WHAT ARE YOUR OBLIGATIONS IN CASE OF AN EVENT?

You must declare the incident to us within the five business days following having become aware of it, unless in a case of unforeseen circumstances or force majeure. Beyond this timeframe, if we incur any prejudice due to the lateness of your declaration, you lose the right to receive any indemnity.

The documentation is to be sent to

ASSURINCO
122 bis quai de Tounis - 31000 TOULOUSE
Email: sinistre@assurinco.com

ARTICLE 3 - GENERAL EXCLUSIONS

The following are not covered:

- ◆ Services which were not requested during travel and which were not organized by us, or with our approval, do not grant the right, presumably, to reimbursement or indemnification,
- ◆ Expenses for dining, hotel, except those specified in the text on guarantees,
- ◆ Harm caused intentionally by a Beneficiary/Insured and that resulting from his participation in a crime, misdemeanour or altercation, except in a case of legitimate defence,
- ◆ The amount for condemnations and their consequences,
- ◆ Use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or rally resulting in national or international ranking that is organized by a sports federation for which a license is issued as well as training for the purpose of these competitions,
- ◆ Practice of any sport on a professional level,
- ◆ Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air,
- ◆ Consequences of non-respect of the recognized rules of safety related to the practice of any leisure sports activity,
- ◆ Expenses incurred after return from travel or expiration of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: mechanical sports (regardless of the motorized vehicle used), aerial sports, high mountain climbing, bobsled,

- hunting of dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports involving international, national or regional ranking,
- ◆ Voluntary non-observance of the regulations of the country visited or the practice of activities not authorized by the local authorities,
- ◆ Official interdictions, seizures or restrictions by the public authorities,
- ◆ Use by the Beneficiary/Insured of aerial navigation equipment,
- ◆ Use of war machines, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent fault of the Beneficiary/Insured in conformity with article L.113-1 of the Insurance Code,
- ◆ Suicide or attempted suicide,
- ◆ Epidemics, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, demonstrations, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.

The liability of MUTUAIDE ASSISTANCE may not under any circumstances be sought for failure or delay in fulfilling its obligations which result from a case of force majeure, or events such as civil or foreign war, rioting or protests, lockout, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of an atomic nucleus, the explosion of machines and the effects of nuclear radioactivity, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen circumstance or situation of force majeure, as well as their consequences.

ARTICLE 4 – HANDLING OF COMPLAINTS

In case of disagreement or discontent regarding application of your contract, we invite you to send your complaint to ASSURINCO by calling 05.34.45.31.51 or by writing to sinistre@assurinco.com

If you are not satisfied with the response provided to you, you may send a letter to:

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

MUTUAIDE agrees to confirm receipt of your correspondence within a period of 10 business days. It will be handled within a maximum of 2 months.

If the disagreement persists, you may contact the Médiation de l'Assurance (insurance mediator) whose contact information is shown on the letters in response to your complaint or on our website.

ARTICLE 5 – INFORMATION SYSTEMS AND FREEDOMS:

Within the framework of quality control for the services rendered, telephone conversations between the beneficiaries and the services of MUTUAIDE ASSISTANCE may be recorded.

In conformity with law no. 78-17 of 6 January 1978 modified relative to information systems, files and freedoms, the beneficiary is informed that the personal information that will be gathered during his call is indispensable to implementation of the services of assistance defined in the present terms and conditions. The absence of response shall result in forfeiture of the guarantees specified by the agreement.

This information is intended for the internal use of MUTUAIDE ASSISTANCE, as well as that of persons called upon to intervene and those responsible for the establishment, management and execution of the contract, to their limit of their respective duties.

MUTUAIDE ASSISTANCE agrees to take all useful precautions to protect the confidentiality and security of personal data (and generally all data) and notably prevent it from being distorted, damaged or communicated to unauthorized third parties, and generally implement all appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration, unauthorized diffusion or access, notably when the processing includes data transmission via a network, as well as against any form of unlawful processing. It agrees to accept the same commitments for its subcontractors.

The beneficiary has a right to access, receive, rectify and oppose his personal information by contacting the Relais Informatique et Liberté - MUTUAIDE ASSISTANCE 8/14 Avenue des Frères Lumière - 94368 BRY SUR MARNE Cedex.

ARTICLE 6 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary, to the limit of the indemnities paid and services provided by it, against any party responsible for the events having caused its intervention. When the services provided in execution of the agreement are covered, in part or in whole, by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the beneficiary against this company or institution.

ARTICLE 7 - TIME LIMIT

By virtue of articles L114-1 and L 114-2 of the Insurance Code, any action resulting from the present contract is limited to a period of two years following the causal event.

ARTICLE 8 – SETTLEMENT OF DISPUTES

Any dispute related to the present contract which is not been able to result in amicable resolution between the parties may be brought before the competent jurisdiction under the conditions defined by articles L114-1 and L 114-2 of the Insurance Code.

ARTICLE 9 – FALSE DECLARATIONS

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

- Any reticence or intentionally false declaration on your part results in invalidity of the contract. The premiums paid are retained by us and we will be within our rights to require the payment of premiums come due, as specified in article L 113-8;
- Any omission or inexact declaration on your part for which bad faith is not established results in cancellation of the contract 10 days after notification has been sent to you by registered mail and/or the application of the reduction of indemnities in conformity with article L 113-9 of the Insurance Code.

ARTICLE 10 – REGULATION AUTHORITY

The authority responsible for regulation of MUTUAIDE is the Autorité de Contrôle Prudenciel et de Résolution (ACPR) – 61 rue Taitbout – 75009 Paris.

ARTICLE 11 – RIGHT OF RENUNCIATION (Art L112-10 of the Insurance Code)

If you provide proof of a prior guarantee for one of the risks covered by this new insurance subscribed, you have the possibility of pronouncing this insurance, at no charge, within a period of 14 days following establishment of this insurance as long as the touristic package and no guarantee have been implemented.