



INFORMATION NOTICE

# Multi-risk Insurance

Contract N° 5942



Mutuaide



## How to contact our assistance service

### MUTUAIDE ASSISTANCE

126, rue de la Piazza - CS 20010  
93196 Noisy le Grand CEDEX  
7 days a week – 24 hours a day

- by telephone from France: 01 55 98 51 22  
(Call not surcharged, cost according to operator, call may be recorded)
- by telephone from abroad: +33 (0)1 55 98 51 22  
(Call not surcharged, cost according to operator, call may be recorded)
- by fax: 01 45 16 63 92
- by e-mail: [medical@mutuaide.fr](mailto:medical@mutuaide.fr)

**In order to enable us to respond in the best conditions, remember to have the following information to hand, which will be requested from you when you call:**

- › The contract number under which you are insured:  
**Contract n° 5942**
- › Your name and forename
- › The address of your domicile
- › The country, the town or the place where you are when you call
- › Specify the precise address (n°, street, hotel where applicable, etc.)
- › The telephone number where we can reach you
- › The nature of your problem

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

## How to contact our insurance service

### MIMAT

15 rue des halles - 75001 PARIS

**We invite you to declare your claim on:**

[name.remboursement.mimat.fr](http://name.remboursement.mimat.fr)

**In the case of difficulty, 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](http://www.mimat.fr)
- by e-mail : [contact@mimat.fr](mailto:contact@mimat.fr)

*If you do not have any internet access:*









- by letter: MIMAT – 15 Rue des Halles - 75001 PARIS

**Remember to have the following information to hand as it will be requested from you:**

- › Your contract number
- › Your name and forename
- › Your e-mail address
- › The address of your domicile
- › The reason for your declaration

**An insurance file number will be allocated to you. Always quote it in all later contact with our Insurance Service.**

# TABLE OF GUARANTEES

INSURANCE GUARANTEES	UPPER LIMIT
<b>1 / CANCELLATION</b>	
 <b>Cancellation for medical reason (A1)</b>	(A1) <b>5 000 €</b> per person and <b>20 000 €</b> per claim
 <b>Cancellation due to all causes (A2)</b>	(A2) <b>5 000 €</b> per person and <b>20 000 €</b> per claim
 <b>Cancellation for "anything except" (A3)</b>	(A3) <b>5 000 €</b> per person and <b>20 000 €</b> per claim
<b>2 / LATE ARRIVAL (B)</b>	(B) Compensation for the number of days not used up to <b>300 €</b> per person. Excess of 24 hours.
<b>3 / BAGGAGE (C)</b>	(C) <b>1 500 €</b> per person
 <b>Damage to covered property during transit and during the stay (C1)</b>	(C1) <b>1 500 €</b> per person
 <b>Theft of objects of value (C2)</b>	(C2) <b>750 €</b> per person
 <b>Damage to sporting or leisure equipment (C3)</b>	(C3) <b>1 500 €</b> per person
 <b>Delay in transport of the covered property to the place of the stay (C4)</b>	(C4) Flat rate compensation of <b>230 €</b> per person
<b>4 / COSTS OF CURTAILMENT OF STAY</b>	
 <b>Refund of unused on-site services</b> on a pro rata temporis basis (transport not included) (D)	(D) <b>6 500 €</b> per person and <b>32 000 €</b> per event

ASSISTANCE GUARANTEES	UPPER LIMIT
<b>1 / REPATRIATION ASSISTANCE</b>	
Repatriation or medical transport (A)	(A) Actual cost
Repatriation of accompanying persons (B)	(B) Actual cost
Repatriation of children under the age of 18 or disabled adults (C)	(C) Actual cost or return ticket *
Family member visit (D)	(D) Return ticket* + Frais d'hôtel <b>50 €</b> per night / Max 7 nights
Extension of stay (E)	(E) Hotel costs <b>50 €</b> per night / Max 7 nights
Medical costs outside the country of residence (G) Dental care (G1)	(G) <b>300 000€</b> (G1) <b>300 €</b>
Repatriation of body Repatriation of the body (H1) Funeral costs necessary for transport (H2)	(H1) Actual cost (H2) <b>2 300 €</b>
Early return (I)	(I) Return ticket *
Replacement driver (J)	(J) Ticket * or driver
Legal assistance abroad Advance on bail money (K1) Payment of barristers' fees (K2)	(K1) <b>7 500 €</b> (K2) <b>1 500 €</b>
Search and rescue costs (L)	(L) <b>3 000 €</b> per person
<b>2 / ADDITIONAL ASSISTANCE FOR PERSONS</b>	
Care attendant (A)	(A) 20 hours
Delivery of medication (B)	(B) Delivery costs
Delivery of meals and household shopping (C) Delivery of household shopping (C1) Delivery of meals (C2)	(C) 15 days maximum (C1) 1 delivery per week for 15 days maximum (C2) 1 delivery per insurance period for 15 days maximum
Domestic help (D)	(D) 20 hours apportioned over 4 weeks
Child care (E)	(E) 20 hours or return ticket
Educational support for children under the age of 18 (F)	(F) 15 hours per week for 1 month maximum
Pet care (G)	(G) 10 days maximum up to <b>230 €</b> or cost of transport to the home of family or friends
<b>3 / ASSISTANCE FOR VEHICLES</b>	
Help with Accident Statement (A)	(A) Information by telephone
Breakdown assistance / Towing (B)	(B) <b>150 €</b>
<b>4 / HOME ASSISTANCE</b>	
Intervention of a locksmith, glazier or plumber (O)	(O) <b>150 €</b>
Security service for the house (C)	(C) <b>150 €</b>

\* 1st class by train or economy class by airline

## ARTICLE 1

# DEFINITIONS AND SCOPE OF APPLICATION

### — WE ARE

MUTUAIDE ASSISTANCE – 126, Rue de la Piazza - 93196 NOISY-LE-GRAND CEDEX – limited company with fully paid-up capital of 12,558,240 € – Company governed by the Insurance Code, RCS n° 383 974 086 Bobigny – VAT FR 31 3 974 086 000 19.

### — 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.

### — INSURED

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

For the Assistance and Insurance guarantees, those persons must have their domicile in France, in the DOM-ROM COM and local authority groupings sui generis or in Europe.

### — BAGGAGE

Travel bags, suitcases, trunks and their contents, excluding the items of clothing that you are wearing.

### — 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 due to human intervention. Phenomenon, such an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, the cause of which is the abnormal intensity of a natural agent, and recognized as such by the public authorities.

### — COM

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

### — DEFINITION OF ASSISTANCE FOR PERSONS

Assistance for persons includes all the services put in place in the event of illness, injury or death of the persons covered, during covered travel.

### — DEFINITION OF ASSISTANCE FOR VEHICLES

Assistance to vehicles includes all the services put in place following immobilization or deprivation of the covered vehicle, as a result of a covered event.

### — DEFINITION OF HOME ASSISTANCE:

Home assistance includes all the services put in place at your domicile as a result of damage caused to the private home of the Insured which makes it unfit for its intended use, as a result of a covered event.

### — GUARANTEED TRIP

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

### — GUARANTEED TRAVEL IN ASSISTANCE FOR VEHICLES

Travel of 90 consecutive days or less effected with the vehicles covered.



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## — DOMICILE

For the Assistance and Insurance guarantees, the domicile is considered to be the main and usual place of residence in France, in the DOM-ROM COM and local authority groupings sui generis, or in Europe. In the case of dispute, the tax domicile constitutes the domicile.

## — DOMICILE FOR ASSISTANCE FOR VEHICLES

The main place of residence for the Insured in metropolitan France designated in the insurance contract, or the usual place where the covered vehicle is parked. In the case of dispute, the tax address constitutes the domicile.

## — DOMICILE FOR HOME ASSISTANCE

The main or secondary place of residence declared by the Insured at the time of taking out the insurance contract. That domicile must be in metropolitan France or in the Principalities of Andorra and Monaco.

## — 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-Barthélemy, New Caledonia.

## — DROM

DROM means 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 your insurance contract and expires on the day of your departure for your trip.
- The term of validity of the other guarantees corresponds to the dates for the stay shown on the invoice issued by the travel organizer, with a maximum term of 90 consecutive days.

## — ESSENTIAL ITEMS

Items of clothing or toiletries that enable you to cope temporarily with the unavailability of your personal effects.

## — 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 means 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 FOR ASSISTANCE

Illness, injury or death during covered travel.

## — EVENTS COVERED FOR INSURANCE

- Cancellation,
- Missed departure,
- Baggage,
- Curtailment of stay.

## — EVENTS COVERED FOR ASSISTANCE TO VEHICLES

- For all the guarantees: Breakdown, accident, or fire concerning the guaranteed vehicle.

## — EVENTS COVERED FOR HOME ASSISTANCE

Fire, water damage, breakage of glass, natural disaster, burglary or attempted burglary, theft or loss of the house keys, theft or any other damage forming the subject of cover taken out in your Home Insurance contract.

## — PERFORMANCE OF THE SERVICES

The services guaranteed under this agreement can only commence with the prior agreement of MUTUAIDE ASSISTANCE. Accordingly, no expenditure made by the Insured on their own authority can be refunded by MUTUAIDE ASSISTANCE.

### — EXCESS

Part of the claim to be borne by the Insured 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.

### — EXCESS FOR INTERVENTION IN ASSISTANCE FOR VEHICLES

- 50 km from the place where the vehicle is usually parked in the case of breakdown.
- Without distance-related excess in all other cases.

### — GROUP

All the participants appearing on the same registration form for the trip.

### — IMMOBILISATION OF THE VEHICLE

Immobilisation of the vehicle starts as from the time when that is left with the repairing garage nearest the place of the incident. The term of the immobilisation will be specified by the repairer when the vehicle is taken in charge or, where applicable, in an expert's statement. It ends when the work has actually been finished.

### — LONG HAUL

"Long haul" means travel to destination countries not listed in the definition "Medium haul".

### — 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.

### — SPORTING OR LEISURE EQUIPMENT

Any material or equipment necessary for practising a covered sport or leisure 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 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.

### — MEDIUM HAUL

"Medium haul" means travel to Europe and countries in the Maghreb.

### — WE ORGANISE

We undertake the necessary steps to give you access to the services.

### — WE TAKE CHARGE

We finance the services.

### — 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.

### — PRECIOUS OBJECTS

Pearls, jewellery, watches, furs worn on the person, and any device for reproduction of sound and/or image and their accessories, shotguns, fishing equipment, portable computers.

### — MEDITERRANEAN COUNTRIES

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

### — FAMILY MEMBER OR FRIEND

Any person named by you and residing in metropolitan France or the Principalities of Andorra or Monaco.

### — INCIDENT

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

### — TERRITORIALITY

Worldwide.

## — TERRITORIALITY IN ASSISTANCE FOR VEHICLES

Metropolitan France, the Principalities of Andorra or of Monaco and the countries not struck out on the international insurance map (green map).

## — TERRITORIALITY IN HOME ASSISTANCE

Metropolitan France, the Principalities of Andorra or of Monaco.

## — VEHICLES COVERED

- Any motorized land vehicle with a maximum of 9 seats, total authorized loaded weight of less than 3,500 kg, registered in France and belonging to the Insured, their spouse or their common-law partner.
- The trailer or baggage trailer towed by the covered vehicle and the total authorised loaded weight of which is 750 kg or less. The contents, whatever they may be, including merchandise, or personal effects or objects transported in a trailer, do not benefit from the guarantee.

## 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, serious bodily accident or death, including 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 of the 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 that there is a hospitalisation of more than 48 hours or death.

### ➤ **Complications in 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 services. 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:

- **An accident or breakdown of your means of transport** occurring during your journey to the departure point, leading to a delay of more than 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, cohabitee or PACS 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 Pôle Emploi job 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.
- **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.
- **Your professional transfer**, not disciplinary or imposed by your employer, obliging you to move 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.**
- 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, according to expert opinion.
- **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.
- **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 of stay.
- **Cancellation for a covered reason** by one or more persons registered at the same time as you (Maximum 5) 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. However, when all the insured persons form part of the same tax household or can prove that there is a direct family relationship between them, this is covered under the guarantee "Cancellation".
- **A summons to you of an imperative and unforeseeable nature and which cannot be postponed**, from a public authority on 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 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,
- **A summons to you**, for a date 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 this Contract.
- **A summons to you for in vitro fertilisation**, during the period of your insured stay and on condition that the summons was not known at the time when you took out the Contract.

- **A riot, an attack, an act of terrorism, pollution or epidemic occurring in France.** You are covered by the guarantee in the case of riot, attack or act of terrorism, when the two following conditions are fulfilled:
  - › The event caused material and bodily damage in the destination town(s) for your trip or within a radius of 50 km around the place where you are holidaying.
  - › The date of your departure was scheduled less than 30 days after the event and no event of the same nature occurred in the area in question in the thirty days preceding the subscription of the contract; that event was to take place after the contract was taken out.
- **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.
- **A transporters' strike**, on condition that that took place in France, that notice was given 48 hours before the start of the trip and that the Insured had no other means of transport enabling them to go to the place of stay.
- **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 that you respected the constraints required by the administrative authorities of that country.



## 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.
- **Cancellation of professional events:**
  - › The cancellation of a professional appointment for which the service had been booked,
  - › The cancellation of the worksite for which the service had been booked.

In every case of cancellation of a trip, the compensation will be paid to you after deduction of a specific excess shown in the Table of Guarantees. That excess applies equally to the persons who registered at the same time as you and were insured under this Contract.

## 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.
- 2/ After that, you must declare a claim to MIMAT ([name.remboursement.mimat.fr](http://name.remboursement.mimat.fr)), within the five working days following the event triggering the guarantee. Your file can only be handled after receipt of the invoice for cancellation costs from 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 conditions of sale.**

## What are your obligations in the case of a claim? \_\_\_\_\_

### Your 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 other cases, by any proof justifying the reason for your cancellation.

**You must give MIMAT ([name.remboursement.mimat.fr](http://name.remboursement.mimat.fr)), the documents and medical information necessary for examination of your file.**

**You must also send all information or documents which will be requested from you in order to justify 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,
- › And all other necessary documents.

**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 logistical arrangements, to conditions of accommodation, or to the safety of the destination.**

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

- An event, an illness or an accident that was the subject of a first diagnosis, a relapse, an aggravation or a hospitalisation between the date of purchase of the trip and the date when the insurance contract was taken out,
  - Any circumstance only affecting the enjoyment,
  - Omission of vaccination,
  - Default of any kind, including financial, on the part of the transporter making the performance of its contractual obligations impossible,
  - Absence 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 geographic 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 stay, 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/ LATE ARRIVAL

If you arrive late at the insured place of stay, as a result of an event that is unforeseeable, outside your control and can be proven, except in the case of a change to the timetable by the transporter, and that occurs between your home and the place where you are to stay, we will compensate you up to the amount shown in the Table of Guarantees.

Late arrival at the place of stay is understood to be the Insured's arrival at the place of stay more than twenty-four (24) hours after the expected date for the start of the service covered and which appears on the confirmation of booking of the guaranteed services.

**The guarantee applies only when the length of the stay is more than 5 days.**

**In no case can the amount exceed that which would be produced by cancellation of the trip.**

### What we exclude

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

- Any event that occurs between the date when the services for your trip are booked and the date when this contract is taken out,
- The absence of sufficient margin left by the Insured to go to the place of stay. Sufficient margin is understood to be,
  - If the journey is by road, the journey time between the domicile and the place of stay, increased by 20 minutes,
  - If the journey is by train, the journey time between the domicile and the departure station for the journey, increased by 20 minutes (if there is a connection, the sufficient margin is that scheduled by the rail services).
  - If the journey is by plane, the journey time between the domicile and arrival at the airport, increased by 20 minutes (the time for check-in and boarding is not taken into account).

### What are your obligations in the event of a claim?

You must declare your claim to MIMAT ([name.remboursement@mimat.fr](mailto:nom.remboursement@mimat.fr)) within the five working days after you become aware of it, unless there are unforeseeable circumstances or an event of force majeure. After that period, if we suffer a loss due to a late declaration, you will lose all right to compensation.

We will send you the information necessary to make your declaration of claim and it is your responsibility to send us every document and all information to enable the amount of your compensation to be assessed.

## 3/ BAGGAGE

### Damage to property

We cover you, up to the amount shown in the Table of Guarantees, for your baggage and objects and personal effects taken with you outside your main or second place of residence in the case of total or partial destruction.

### Damage to sporting or leisure equipment

We cover you, up to the amount shown in the Table of Guarantees, for your sporting and leisure equipment taken with you, outside your main or second place of residence, if the latter becomes unusable as a result of accidental breakage during use or its delivery by a transport company.

Accidental breakage means any damage or destruction externally visible and harming the effective performance of your covered sporting or leisure equipment.

### Delay in delivery of your baggage

In the event that your personal baggage is not given to you at the destination airport (on the outward journey) and if it is restored to you with more than 24 hours of delay, we will reimburse you, upon presentation of proof, for essential items up to the amount shown in the Table of Guarantees. **However, you cannot take this compensation cumulatively with the other compensation under the BAGGAGE guarantee.**

### What are the limits of our guarantee ?

For precious objects, the reimbursement value can in no case exceed the amount shown in the Table of Guarantees.

In addition, the items set out above are only covered against aggravated theft, duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

➤ The theft of jewellery is covered SOLELY when it has been placed in a safe deposit box or when it is worn by you.

➤ The theft of any device for reproduction of sound and/or image and their accessories is covered SOLELY when they have been placed in a safe deposit box or when they are carried by you.

If you are using a private car, the risks of theft are covered on condition that your baggage and personal effects are contained in the boot of the vehicle, locked, and hidden from view. Only theft by break-in is covered.

If the vehicle is parked on the public highway, the guarantee is only valid between 07.00 and 22.00.

## What we exclude

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

- The theft of baggage or personal effects and objects left unsupervised in a public place or left in premises that are commonly available to a number of people,
- The theft of any device for reproduction of sound and/or image and their accessories when they are not placed in a locked safe deposit box when they are not being carried, which in fact implies that those devices are not covered when they are entrusted to a transport company of any kind (air, maritime, rail, road, etc.),
- When they are forgotten, lost (except by a transport company), or exchanged,
- Theft without break-in duly certified with statement taken by an authority (police, gendarmerie, transport company, purser, etc.),
- Accidental damage due to spillage of liquids or greasy, colouring or corrosive substances contained in your baggage,
- Confiscation of property by the authorities (Customs or police),
- Damage caused by moths and/or rodents or by burns from cigarettes or from a non-incandescent heat source,
- Theft committed in any vehicle which does not have a boot,
- Sales representatives' collections or samples
- When cash, documents, books, tickets and credit cards are stolen, lost, forgotten or damaged,
- When official documents are forgotten, lost or damaged: passport, identity card or residence permit, vehicle registration document or driving licence,
- Theft of jewellery when it has not been placed in a locked safety deposit box while not being worn, which in fact implies that the jewellery is not covered when it is entrusted to a transport company of any kind (air, maritime, rail, road, etc.),
- Breakage of fragile objects such as objects in porcelain, glass, ivory, pottery or marble,
- Indirect loss such as wear and tear or deprivation of enjoyment,
- The following objects: any prosthesis or apparatus of any nature, trailers, securities, pictures, spectacles, contact lenses, keys of all kinds, documents recorded on tapes or films, professional equipment, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohols, artworks, beauty products and photographic films.

## For what amount do we provide cover?

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The amount shown in the Table of Guarantees constitutes the maximum refund for all the claims occurring during the guarantee period.

## How is your compensation calculated?

In the case of total or partial destruction, or in the case of loss during delivery by a transport company, you are compensated after producing proof and on the basis of the cost of replacement with equivalent objects of the same kind, with deduction for depreciation.

During the first year as from the purchase date, the amount reimbursed will be that of the purchase price of the baggage or of the object of value. The following year, the amount of the reimbursement will be calculated on 75% of the purchase price. In following years, the value will be reduced by an additional 10 %.

In the case of theft, you are compensated upon producing proof and on the basis of the as-new value for replacement with equivalent objects of the same nature.

**In no case will the condition of average laid down in Article L.121-5 of the French Insurance Code apply.**

**Our reimbursement will be made net of deduction of any reimbursement that may be made by the transport company, and of the excess.**

## What are your obligations in the event of a claim?

Your claim declaration must reach MIMAT ([name.remboursement.mimat.fr](http://name.remboursement.mimat.fr)), within five working days, unless there are unforeseeable circumstance or force majeure; if that time limit is not respected and we suffer a loss due to that, you will lose all right to compensation.

The claim declaration must be accompanied by the following items:

- › The receipt for the filing of a complaint in the case of theft or of declaration of theft to a competent authority (police, gendarmerie, transport company, purser, etc.) when it concerns theft during the stay or loss by a transport company,
- › The report of theft or destruction drawn up with the transporter (maritime, air, rail, road) when the baggage or objects are mislaid, or have been damaged or stolen, during the time when they have been in the transporter's legal custody,
- › The copy of the list of objects declared damaged or stolen, given to the transport company,
- › The reimbursement letter from the airline or transport company showing the compensation that has been paid to you,

› The original proofs of purchase for the objects damaged or stolen,

› In the case of delayed delivery, the irregularity notice drawn up by the transport company and the delivery slip for the baggage showing the date and time of delivery.

**If those documents are not produced, you run the risk that your rights to compensation will be forfeited.**

**The sums insured cannot be considered as proof of the value of the property for which you are requesting compensation, nor as proof of the existence of that property.**

**You are required to prove, by all means in your power and all documents in your possession, the existence and the value of that property at the time of the incident, and the scale of the damage.**

**If you knowingly use incorrect documents as proof, employ fraudulent means, make inaccurate statements or conceal information, you will be deprived of all rights to compensation, without prejudice to the proceedings that we would then have grounds to take against you.**



## What happens if you recover all or part of the baggage or personal effects and objects?

You must advise MIMAT ([name.remboursement.mimat.fr](mailto:nom.remboursement.mimat.fr)), immediately by registered letter as soon as you have been informed of that.

- If we have not already paid the compensation, you must re-take possession of the said baggage, objects, or personal effects; we are then only bound to pay for any possible damage or missing items.
- If we have already compensated you, you can opt within a period of 15 days

- either to forgo the said baggage, objects or personal effects for our benefit,
- or to take back the said baggage, objects or personal effects and refund the compensation that you have received, deducting, where appropriate, the proportion of that compensation that corresponds to damage or missing items.

If you have not made a choice within 15 days, we shall consider that you have opted to forgo the property.

## 4 / 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) prorata 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 (or you go by your own means), we refund to you, as well as to the insured members of your family or a person accompanying you, prorata temporis, the costs of the stay already paid and not used (excluding transport) as from the night following the date of the early return.

Following an event that is unforeseeable and outside your control and which can be proven, we also compensate you in the event of theft, serious fire damage, explosion, or damage

caused by water or natural forces to your professional or private premises, and which imperatively requires your presence to take the necessary protective measures; we refund to you, as well as to the insured members of your family or a person accompanying you, prorata temporis, the costs of stay already paid and not used (excluding transport) as from the night following the date of the early return, within the limit of the amount shown in the Table of Guarantees.

In the case of a stay of a professional nature, if the professional assignment is curtailed or the structural worksite stopped by more than 48 consecutive hours, we compensate you in line with the amount shown in the Table of Guarantees. We refund to you, as well as to the members accompanying you, prorata temporis, the costs of stay already paid and not used (excluding transport) as from the night following the date of the early return.

**This guarantee cannot be combined with the “Travel Compensation” guarantee.**

## 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 a claim?

**You must declare your claim to MIMAT ([name.remboursement.mimat.fr](http://name.remboursement.mimat.fr)) 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,
- If the curtailment results from an intervention in assistance, 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

# DESCRIPTION OF THE GUARANTEES OF ASSISTANCE FOR PERSONS

You are ill, injured, or die during a covered trip. We intervene under the following conditions:

## Repatriation or medical transport

You fall ill or are injured during a covered trip. We organise and take charge of the costs of your repatriation to your home or to a hospital establishment near your home.

Only requirements of a medical order are taken into consideration for deciding the date of repatriation, the choice of means of transport or the place of hospitalisation.

When you are repatriated, and as prescribed by our medical adviser, we organise and take charge of the costs for the transport of a person to accompany you.

**Any refusal of the solution proposed by our medical team will lead to the cancellation of the guarantee of assistance for persons.**

## Repatriation of the accompanying persons

You are medically repatriated, or you die during a covered trip.

If the beneficiary members of your family or an insured person accompanying you at the time when the event occurred cannot

return by the means originally planned, we organise and take charge of the costs of transport to the domicile by train in 1st class or by airline in economy class.

## Repatriation of children under the age of 18

If you are ill or injured and nobody is able to take care of your children under the age of 18, we organise and cover the costs of the return journey by train in 1st class or by airline in economy

class for a person of your choice or one of our hostesses to take them back to your domicile or that of a member of your family.

## Family member visit

You are hospitalised on site, upon our medical team's decision, before your repatriation, for a period exceeding 5 days. We organise and take charge of the costs of return transport by train in 1st class or by airline in economy class for a member of your family who resides in the same country as you, as well as the costs of their stay (room, breakfast) for them to come to your bedside.

The costs we pay for their accommodation are within the limit of the amount shown in the Table of Guarantees.

**The costs of meals and other expenses must be borne by that person in every case.**

**This guarantee cannot be combined with the "Repatriation of accompanying persons" guarantee.**

## Extension of stay

You are hospitalised during a covered trip and our doctors consider that that hospitalisation is necessary beyond your initial date for return.

We take charge of the costs of accommodation (bedroom and breakfast) for the beneficiary members of your family or an insured accompanying person to remain at your bedside, up to the limit of the amount shown in the Table of Guarantees.

## Medical costs (outside the country of residence)

When the medical costs have been incurred with our prior agreement, we refund to you the part of those costs which are not covered by any of the insurance organisations to which you may be affiliated.

We only intervene once the reimbursements have been made by the aforesaid insurance bodies, and on condition of receiving the original proofs of reimbursement from your insurance organisation.

That reimbursement covers the costs defined below, on condition that they concern treatment received by you outside your country of domicile following an illness or an accident occurring outside your country of domicile.

In that case, we reimburse the amount of the costs incurred up to the maximum amount shown in the Table of Guarantees.

In the event that the insurance organisation to which you contribute should not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount shown in the Table of Guarantees, on condition that you give us the original invoices for the medical costs and the certificate of absence of cover issued by the insurance organisation.

**The costs of meals or other expenses must be borne by that person in every case.**

**This guarantee cannot be combined with the “Family member visit” guarantee.**

**This service ceases as from the day on which we are able to undertake your repatriation.**

**Nature of the costs that are eligible for reimbursement (subject to prior agreement):**

- medical fees,
- costs of medication prescribed by a doctor or a surgeon,,
- costs for an ambulance prescribed by a doctor for transport to the nearest hospital and only in the case of refusal of cover by the insurance organisations,
- hospitalisation costs on condition that you are deemed unfit for transport in a decision by the doctors of the Assistance, taken after information has been received from the local doctor (the hospitalisation costs incurred as from the day when we are able to undertake your repatriation are not covered),
- urgent dental costs (capped at the amount shown in the Table of Guarantees, without application of excess).

## Extension of the service : advance of hospitalisation costs (outside the country of residence)

Within the limit of the amounts of cover set out above, we can proceed to advance the hospitalisation costs that you have to incur outside your country of domicile, on the following cumulative conditions:

- The doctors from MUTUAIDE ASSISTANCE must consider, after receiving information from the local doctor, that it is impossible to repatriate you to your country of domicile in the immediate future.
- The treatment to which the advance applies must be prescribed in agreement with the doctors from MUTUAIDE ASSISTANCE.
- You, or any person authorised by you, must formally undertake by the signature of a specific document, supplied by MUTUAIDE ASSISTANCE when this service is put in place:
  - › to undertake steps for coverage of the costs with the insurance organisations within a period of 15 days as from the date when the items necessary for those steps are sent by MUTUAIDE ASSISTANCE,
  - › to make reimbursement to MUTUAIDE ASSISTANCE of the sums received in that respect from the insurance organisations within a week following receipt of those sums.

Only the costs not covered by the insurance organisations, and within the limit of the amount of cover specified for the “medical costs” service, will remain to be borne by you. You must give us the certificate of absence of cover issued by those insurance organisations within a week of its receipt.

**In order to preserve your later rights, we reserve the right to request from you or from your beneficiaries a letter of undertaking, committing you to take those steps with the social organisations and to reimburse to us the sums that you have received.**

**If you do not take those steps for coverage with the insurance organisations within the time limits, or if you do not produce to MUTUAIDE ASSISTANCE, within the time limits, the certificate of absence of cover issued by those insurance organisations, you will in no case be able to avail yourself of the “medical costs” service and must reimburse all the hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which may, if appropriate, institute any necessary recovery proceedings, the costs of which will be borne by you.**

## Repatriation of body

You die during a covered trip. We organise the repatriation of your body to the place for the funeral in your country of residence.

### Within that context, we cover:

- ✓ The costs of transport of the body,
- ✓ The costs related to preservation treatment imposed by the applicable legislation,
- ✓ The costs directly necessitated by the transport of the body (handling, specific transport arrangements, packing) up to the amount shown in the Table of Guarantees.

## Death formalities

If the presence on site of a family member or a friend proves to be essential for carrying out the recognition of the body and the formalities of repatriation or incineration, we organise and cover the costs of a return ticket by train in 1st class or by airline in economy class, together with the costs of stay (bedroom and breakfast) incurred on behalf of that person up to the amount shown in the Table of Guarantees.

**All other costs remain to be borne by the family of the deceased.**

## Early return

If you are obliged to curtail your trip in the cases listed below, we take charge of your additional transport costs and those of the beneficiary members of your family or of a person insured under this contract who is accompanying you, if the tickets provided for your and their return cannot be used because of that event, on the basis of a 1st class train ticket or an economy class airline ticket.

### We intervene in the case of:

- hospitalisation of a member of your family, a person taking charge of your under-age and/or disabled child who has remained at home, or your professional replacement.
- death of a member of your family, a person taking charge of your under-age and/or disabled child who has remained at home, or your professional replacement,
- serious accident affecting your main residence in your country of residence.

## Replacement driver

You fall ill or are injured during a covered trip in one of the countries set out below and you can no longer drive your vehicle: if none of the passengers is able to replace you, we make a driver available to you to take the vehicle back to your place of residence by the most direct route.

We take charge of the costs of the journey and the driver's salary.

The driver is required to respect employment legislation and in particular, given the current conditions of French law, to stop for 45 minutes after 4 and a half hours' driving; the overall daily time for driving must not exceed 9 hours.

If your vehicle is more than 8 years old and/or has done more than 150 000 km, or if its state and/or its load do not comply with the standards defined by the French Highway Code, you must tell us of that. We then reserve the right not to send a driver.

In that case, and to replace the availability of a driver, we provide and take charge of the cost of a train ticket in 1st class or a plane ticket in economy class to go to fetch the vehicle.

That service applies solely in the following countries:

France (including Monaco and Andorra, excluding DOM-ROM, COM and local authority groupings sui generis), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**The costs of fuel, tolls, hotels and meals for any passengers must be borne by you.**

## Legal assistance abroad

During a covered trip outside your country of domicile, you are the subject of court proceedings or of imprisonment for non-respect or unintentional breach of the laws and local regulations.

We advance the bail money required by the local authorities to enable your provisional release, up to the amount shown in the Table of Guarantees.

Reimbursement of that advance must be made within a period of one month following the presentation of our request for reimbursement. If the bail money is refunded to you before the end of that time limit by the authorities of the country, it must be restored to us at once.

We can refund to you, up to the amount shown in the Table of Guarantees, the fees of the legal representatives on whose services you may voluntarily call if proceedings are commenced against you, on condition that the alleged acts are not likely to lead to criminal penalties under the legislation of the country.

**This guarantee does not apply to acts in relation to your professional activity or the custody of a motorised ground vehicle.**

## Search and rescue costs

We take charge of the costs, up to the amount shown in the Table of Guarantees, for search and rescue at sea or in the mountains following an event that puts your life at risk. Only costs invoiced by a company duly authorised for those activities may be refunded.

**In no case can we substitute for the local emergency assistance organisations.**



## ARTICLE 4

# DESCRIPTION OF THE GUARANTEES OF ADDITIONAL ASSISTANCE FOR PERSONS

During your trip, you are the victim of an illness or an accident leading to your emergency hospitalisation for more than 48 hours and your repatriation. We make additional services and facilities available to you, on condition that you request those within the fifteen days following your return to your domicile.

**Those services are delivered solely in France and from Monday to Saturday (excluding public holidays) from 8.00 to 19.00, on condition that you contact us at latest on the previous day by 19.00.**

## Care attendant

In the case of illness when you return to your domicile, we assign and take charge of sending a care attendant to your bedside, up to the limit set in the Table of Guarantees. The care attendant is not a substitute for a health professional such as a nurse or a doctor for effecting treatment.

## Delivery of medication

In the case of issue of a prescription necessitating the purchase of essential medication, when you are not able to go out, we do all that is necessary for finding, purchasing and taking that medication to your home, on condition that it is available at the pharmacy, with the prescription that you give us.

We advance the cost of the medication, which you will reimburse to us when it is brought to you. We cover the cost of the delivery service.

## Delivery of meals and household shopping

When you are unable to leave your home, we organise and take charge of the delivery of your shopping, within the limits of local availability, and within the limits set in the Table of Guarantees.

We also organise and take charge of delivery of meals, within the limit of local availability, and up to the amount shown in the Table of Guarantees.

## Domestic help

If you are unable to do the usual household tasks yourself, we find, assign and take charge of domestic help, within the limit shown in the Table of Guarantees.



## Child care

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### If you have children under the age of 16 at your home:

- either we organise and take charge of their care at your home between 7.00 and 19.00, within the limit of local availability, up to the duration set in the Table of Guarantees. The person responsible for looking after your children may drive them to school or to the crèche and return to fetch them, if no family member or friend can be available to do so;
- or we make a return ticket (train or plane) available to one of your family or friends living in metropolitan France for that person to go to your home to look after them;
- or we make tickets (train/plane) available to your children for them to go to one of your family or friends resident in metropolitan France. They will be accompanied by a hostess assigned by our services.

## Educational support for children under the age of 18

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If, following an accident or an illness, your child under the age of 18 is immobilised for a period exceeding 15 consecutive days, leading to an absence from school for the same period, we organise and take charge of private lessons with a coach, within the limit of local availability, and within the limit shown in the Table of Guarantees.

Our guarantee applies from the first month of immobilisation and during the current school year for children in primary and secondary school.

## Pet care

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If, following an accident or an illness, you are unable to look after your pets (dogs and cats), we organise and take charge of the cost, within the limit of local availability, for your pets to be looked after for the period set in the Table of Guarantees, on condition that they have received the compulsory vaccinations.

## Exclusions from the assistance for persons and the additional assistance for persons

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### The following are not covered by us:

- Journeys undertaken for the purposes of a diagnosis and/or treatment,
- Medical costs and hospitalisation in the country of domicile,
- Drunkenness, suicide or attempted suicide and their consequences,
- Any intentional mutilation by the Insured,
- Diseases or mild injuries that can be treated on site and/or which do not prevent the Insured from continuing their trip,
- Pregnancy, except for an unforeseeable complication and, in every case, pregnancy after the 36th week, abortion, or the aftermath of childbirth,
- Convalescences and diseases currently being treated, not yet stabilised and with a risk of sudden aggravation,
- Illnesses previously identified which were the cause of hospitalisation during the 6 months preceding the date of departure on the trip,
- Events related to medical treatment or a surgical operation which are not of an unforeseen, inadvertent or accidental nature,
- Costs of prostheses: optical, dental, acoustic, functional, etc.,
- The consequences of situations with risks of infection in the context of an epidemic which are the subject of quarantine or specific preventive or supervisory measures by the international health authorities and/or the local health authorities of the country where you are staying and/or national in your country of origin,
- The costs of spa treatments, cosmetic treatments, or vaccination and the costs resulting from those,
- Stays in nursing homes and the costs resulting from those,
- Re-education, physiotherapy, chiropractic care and the costs resulting from those,
- Foreseen hospitalisations.



## ARTICLE 5

# DESCRIPTION OF THE GUARANTEES OF ASSISTANCE FOR VEHICLES

The covered vehicle is immobilised following a covered event. We intervene under the following conditions:

## Help with the accident statement

In the case of an accident with another vehicle, it is necessary to complete an accident statement. Indeed, the information given in a statement signed by both parties enables the shares of liability of each of them to be determined.

If you make a simple telephone call from the site of the accident, we will help and guide you to draw up the accident statement.

The information will be given by telephone and no written confirmation can be sent. Depending on the case, we can direct you to professional organisations that may be able to reply to you.

**In no case can we substitute for you in drawing up the accident statement and we cannot be held liable for the interpretation or use of the information given.**

Nor can we intervene in the commencement of proceedings or steps taken on the basis of the details or information that you will have given us.

## Breakdown /towing

The vehicle is immobilised following a covered event. We organise and take charge of the arrival of the repairer if the problem with the vehicle can be resolved on the site of the event and, if necessary, the towing to the dealership or garage nearest to the place where it was immobilised.

The costs of breakdown assistance or towing are covered up to the amount shown in the Table of Guarantees.

Breakdown assistance or towing on motorways, ring roads, or expressways may be reimbursed **subject to a call being made within 24 hours of the event to the Assistance Service, and upon presentation of the original invoice, duly receipted.**

**The costs of repairs to the vehicle must be borne by you.**

## Exclusions to the assistance for vehicles

### The following are not covered by us:

- Bicycles, tricycles, and quadricycles with a cylinder less than 80cm<sup>3</sup>,
- Vehicles used to transport persons or merchandise on a paid basis,
- Vehicles transporting inflammable or explosive merchandise, if the regulations governing that type of activity have not been respected,
- Materials and commercial vehicles of over 3.5 tonnes,
- Events occurring in a vehicle that is not covered,
- Costs necessitated to rescue merchandise transported in the covered vehicle,
- The costs of fuel, insurance and tolls in the framework of the placing at disposal of a hire car,
- The consequences of damage to vehicles during maritime transport,
- The despatch of spare parts not available from the wholesalers and brand dealerships found in France, or if the constructor has ended manufacture,
- Spare parts, costs of repairs,
- Costs of Customs, tolls, parking, fuel, meals or hotels except for those specified in the text of the guarantees,
- Fines,
- The consequences of a mechanical breakdown affecting a vehicle where the repairs stipulated as compulsory by the technical inspection have not been carried out, or where the lack of maintenance is clear, or which was affected by a mechanical problem known at the time of departure.
- The consequences of immobilisation of the vehicle to carry out operations of maintenance, inspection or service,
- The costs and work following a flat tyre, fuel exhaustion, error of fuel, or flat battery,
- Loss, theft, or breakage of keys,
- The theft of baggage, equipment, merchandise, or miscellaneous objects left in the vehicle, or of the vehicle's accessories (in particular the car radio),
- Immobilisation due to frost,
- Damage resulting from participation as a competitor in any competition, motorised or not (race, rally, etc.),
- Damage which is the consequence of intentional failure to observe the regulations of the countries visited, or the practice of activities not authorised by the local authorities,
- The consequences of civil or foreign wars, riots, acts of terrorism, strikes, piracy, explosion and effects of nuclear or radioactive devices, climate events such as storms, hurricanes or floods.

## ARTICLE 6

# DESCRIPTION OF THE GUARANTEES OF HOME ASSISTANCE

## Intervention by a locksmith, plumber or glazier

Your home is uninhabited and has become vulnerable following a covered event causing damage to the access doors or to the locks, damage to the plumbing in the home, or breakage of glass in windows.

We organise and take charge of the intervention of a locksmith, plumber or glazier to carry out provisional repairs, up to the amount shown in the Table of Guarantees.

**This service also applies to the loss or theft of keys.**

## Security service for the house

You are absent from your home, which has become vulnerable following a covered event.

We take charge of the costs incurred for security at the house, within the limit shown in the Table of Guarantees, as soon as the event occurs.

## Exclusions under the home assistance

**The following are not covered by us:**

- Damage resulting from a fault in construction constituting a serial claim and affecting the domicile covered,
- Damage resulting from intentional or wilful misconduct by the Insured, in accordance with Article L.113-1 of the Insurance Code,
- Any request for assistance made more than 30 days after the event.



## ARTICLE 7

## GENERAL EXCLUSIONS

**The following are not covered by us:**

- Services that were not requested during the trip or which were not organised by us, or in agreement with us, do not give entitlement to reimbursement or compensation a posteriori,
- Costs of meals or hotels, except those specified in the text of the guarantees,
- Damage caused intentionally by the Insured and that resulting from their participation in a crime, an offence or a fight, except in the case of self-defence,
- The amounts of legal sentences and their consequences,
- The use of narcotics or drugs not medically prescribed,
- The state of being under the influence of alcohol,
- Customs costs,
- Participation as a competitor in a competitive sport or a rally giving the rights to national or international ranking which is organised by a sporting federation and for which a permit is issued, as well as practice for the purpose of those competitions,
- Professional practice of any sport,
- Participation in competitions or tests of endurance or speed and their preparatory trials, aboard any land, sea or air vehicle,
- The consequences of failure to respect the recognised safety rules related to the practice of any leisure sporting activity,
- Costs incurred after the return from the trip or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: mechanical sports (whatever the motor vehicle used), air sports, mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, speleology, winter sports including an international, national or regional ranking,
- Intentional failure to observe the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official bans, seizures, or restraints by the forces of law and order,
- Use by the insured of aerial navigation devices,
- Use of weapons of war, explosives and firearms,
- Damage resulting from intentional or wilful misconduct by the Insured in accordance with Article L.113-1 of the Insurance Code,
- Suicide and attempted suicide,
- Epidemics (if the stay takes place more than 50 km from the epidemic area and/or if the whole country of destination is affected by the epidemic), pollution (if the stay takes place more than 50 km from the polluted area), natural disasters (if the stay takes place more than 50 km from the affected area),
- Civil or foreign war, riots (if the stay takes place more than 50 km from the riot area), strikes if the following conditions are not respected: in the case of a transporters' strike (subject to that being national, that notice was given 48 hours before the start of the stay and that the insured have no other means of transport enabling them to arrive at the place of stay), popular movements, acts of terrorism (if the stay takes place more than 50 km from the area of the attacks), or hostage-taking,
- Disintegration of the atomic nucleus or any irradiation coming from an energy source of a radioactive nature.

**MUTUAIDE ASSISTANCE can in no case be held liable for shortcomings or setbacks in the performance of its obligations which result from force majeure, or from events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion and effects of radioactive nuclear devices, epidemics, the effects of pollution and natural disasters, the effects of radiation, or any other unforeseen circumstances or event of force majeure, or of their consequences.**

## ARTICLE 8

# OPERATING RULES FOR ASSISTANCE SERVICES

Only a telephone call from the Insured at the time of the event enables the assistance services to be implemented.

After receipt of the call, once MUTUAIDE ASSISTANCE has verified the rights of the person making the request, it organises and takes charge of the services provided for in this agreement.

MUTUAIDE ASSISTANCE may ask the Insured, in order To benefit from a service, to give proof of the capacity that they are relying on and to produce, at their own expense, the papers and documents proving that right.

The Insured must allow our doctors to have access to all medical information concerning the person for whom we are acting. That information will be treated in accordance with respect of the medical secret.

**MUTUAIDE ASSISTANCE can in no case substitute for local emergency assistance organisations and acts within the limit of the agreements given by the local authorities;**

**neither can it take charge of the costs thus incurred, with the exception of the costs of transport in an ambulance or a taxi to the nearest place where the appropriate treatment can be given, in the case of a minor condition or slight injuries that do not necessitate either repatriation or medical transport.**

The interventions that MUTUAIDE ASSISTANCE carries out are effected with complete respect for the national and international laws and regulations. They are therefore related to the obtaining of the necessary authorisations by the competent authorities.

When MUTUAIDE ASSISTANCE has taken charge of the transport of an Insured, the latter must give back their return ticket originally provided and not used.

MUTUAIDE ASSISTANCE decides on the nature of the air tickets made available to the Insured depending on the possibilities offered by the air transporters and the length of the journey.

## ARTICLE 9

# CONDITIONS FOR REIMBURSEMENT

The reimbursements to the Insured can only be effected by us upon presentation of the original receipted invoices corresponding to the costs incurred with our agreement.

Requests for reimbursement must be sent to MIMAT ([name.remboursement.mimat.fr](mailto:nom.remboursement.mimat.fr))

## ARTICLE 10

# HANDLING OF THE CLAIMS

**1 /** In the event of disagreement or discontent concerning the implementation of your contract, we invite you to make this known to MUTUAIDE by calling 01 55 98 51 22 or by writing to [medical@mutuaide.fr](mailto:medical@mutuaide.fr) for the Assistance guarantees listed below:

- ✓ Repatriation or medical transport,
- ✓ Repatriation of accompanying persons,
- ✓ Repatriation of children under the age of 18,
- ✓ Family member visit,
- ✓ Extension of stay,
- ✓ Medical costs outside the country of residence,
- ✓ Repatriation of body,
- ✓ Death formalities,
- ✓ Early return,
- ✓ Replacement driver,
- ✓ Legal assistance abroad,
- ✓ Payment of search and rescue costs,
- ✓ Care attendant,
- ✓ Delivery of medication,
- ✓ Delivery of meals and household shopping,
- ✓ Domestic help,
- ✓ Child care,
- ✓ Education support for children under the age of 18
- ✓ Pet care,
- ✓ Help with accident statement,
- ✓ Breakdown / towing,
- ✓ Intervention by a locksmith, glazier or plumber,
- ✓ Security service at the house.

If you are not satisfied with the reply that you receive, you may send a letter to:

## MUTUAIDE

**SERVICE QUALITE CLIENTS**

**126, rue de la Piazza  
93196 Noisy le Grand 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 may refer to the Insurance Mediator by letter to:

## La Médiation de l'Assurance

**TSA 50110**

**75441 Paris Cedex 09**

**2 /** 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 [reclamation@mimat.fr](mailto:reclamation@mimat.fr) or by writing to **MIMAT – Service Réclamations – 15 rue des Halles – 75001 Paris** for the Insurance guarantees listed below:

- ✓ Cancellation
- ✓ Late arrival
- ✓ Baggage
- ✓ Costs of curtailment of stay

MIMAT 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 may refer to the Insurance Mediator by letter to:

## La Médiation de l'Assurance

**TSA 50110**

**75441 Paris Cedex 09**



## ARTICLE 11

# 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 Insured are kept for a term of five (5) years as from the closure of the contract or the cessation of the relation.

- 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.

That entry may result in a lengthier study of his or her file, or the reduction or refusal of the benefit of a right, a service, or of a proposed contract or service.

Within that framework, personal data concerning him or her, or concerning the persons who are parties to or interested parties in the contract, may be processed by all authorised persons acting within the entities of the Insuring Group in the framework of the fight against fraud. Those data may also be sent to the approved personnel in the bodies directly concerned by a fraud (other insurance bodies or intermediaries; judicial authorities, mediators, arbitrators, court officers, 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 of 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 after a period of 5 years 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 Insured 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:

#### For the Assistance part:

- by e-mail to the address [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)
- or
- by letter by writing to the following address:

Délégué représentant à la protection des données **MUTUAIDE ASSISTANCE - 126, rue de la Piazza - 93196 NOISY-LE-GRAND CEDEX**

#### For the Insurance part:

- by e-mail to the address [dpo@mimat.fr](mailto:dpo@mimat.fr)
- or
- by letter by writing to the following address:

Délégué représentant à la protection des données **MIMAT – 15 rue des Halles – 75001 Paris**

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 12

# 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 13

# 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, 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 prescription 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 prescription 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 made 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, interrupts the prescription 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 prescription period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. That summons or that recognition only interrupts the prescription period with regard to the other joint liable parties for the part for which that heir is liable.

To interrupt the prescription period entirely, with regard to the other joint 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 given to the principal liable party or his recognition interrupts the period of prescription against the surety (Article 2246 of the Civil Code).

### The prescription 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 Insured concerning the action for payment of the contribution, or sent by the Insured to the Insurer concerning the payment of compensation under the claim).

## ARTICLE 14

# SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of the services will be submitted by the first party to take action, 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 in Article R 114-1 of the Insurance Code.

## ARTICLE 15

# 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 16

# SUPERVISORY AUTHORITY

The authority responsible for 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.