

ANNEX 1 – NOTICE OF INFORMATION

INFORMATION FOR POLICY No. 8287

**HOW TO CONTACT OUR SUPPORT DESK
MUTUAIDE ASSISTANCE**

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

- **by phone from France: 01.55.98.57.54**
(Non-premium line number, cost according to telephone operator, calls may be recorded)
- **by telephone abroad outside the USA: 33.1.55.98.57.54 preceded by the local area access code to the international network**
(Non-premium line number, cost according to telephone operator, calls may be recorded)
- **by telephone in the USA (freephone number): 1.833.312.3125**
- **by fax: 01.45.16.63.92**
- **by email: voyage@mutuaide.fr**

To help us serve you as quickly as possible, please have the following information ready before you call:

- Your policy number;
- Your full name;
- Your residential address;
- The country, city or region where you are located when you call;
- Please specify the exact address (building name or number, street, hotel name, etc.);
- A telephone number where we can contact you;
- The reason for your call.

On your first call, you will be given a support ticket number. Please note this number as you will need it on all subsequent calls to our Support Desk.

**HOW TO CONTACT OUR INSURANCE DEPARTMENT
AVI INTERNATIONAL – Service Assurance (Insurance Department)**

10 Avenue de l'Arche, Immeuble Colisée Garden
CS 70126
92 149 COURBEVOIE CEDEX

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

TABLE OF BENEFITS

INSURANCE BENEFITS	MAXIMUM AMOUNTS
Travel delay	
<ul style="list-style-type: none"> ▪ Transport delay of more than 24 hours, in relation to the originally scheduled time 	<ul style="list-style-type: none"> ▪ Lump sum compensation payment of €420
Luggage	
<ul style="list-style-type: none"> ▪ Theft/Loss of or Damage to Baggage <ul style="list-style-type: none"> ○ Incl. Precious Objects ▪ Delayed luggage 	<ul style="list-style-type: none"> ▪ €2,500 maximum per person <ul style="list-style-type: none"> ○ €500 per item ▪ Maximum compensation of €175 per person
Personal accident.	
<ul style="list-style-type: none"> ▪ Death benefits ▪ Disability ▪ Cosmetic damage 	<ul style="list-style-type: none"> ▪ €10,000 ▪ €75,000, which may be reduced in the event of partial permanent disability according to the Social Security Accidents at Work scale. Relative insurance excess: Any accident covered under this policy resulting in a partial Permanent Disability of less than or equal to 10% will not result in the payment of any compensation. However, for any disability greater than 10%, no excess will be applied. ▪ €11,900
Personal Liability	
Personal injury, damage to property or consequential loss Including <ul style="list-style-type: none"> ▪ Property damage and consequential loss ▪ Property damage at the home of the Host Family 	<ul style="list-style-type: none"> €4,500,000 per claim €450,000 per claim €500 maximum
“Au Pair” benefits	
<ul style="list-style-type: none"> ▪ Reimbursement of hotel expenses in case of transfer of the Insured Au Pair to another Host Family ▪ Reimbursement of tuition fees in the event of premature return of the Insured Au Pair (medical repatriation, covered early return) 	<ul style="list-style-type: none"> ▪ €50/night (max. 6 nights) ▪ <i>Pro rata</i>/€400 maximum
“Host Family” benefits	
<ul style="list-style-type: none"> ▪ Reimbursement of costs of registration with the Host Family in the event of cancellation or interruption of the Insured Au Pair contract due 	<ul style="list-style-type: none"> ▪ €350 maximum

<p>to Illness/Accident/Medical Repatriation, and impossibility of replacement</p> <ul style="list-style-type: none"> ▪ Payment of compensation to the Host Family following: <ul style="list-style-type: none"> - Hospitalisation of the Insured Au Pair for more than 3 days - or following medical repatriation, early return, change of Au Pair, and pending the arrival of another Insured Au Pair (not applicable if the Host Family does not wish to replace) 	<ul style="list-style-type: none"> ▪ €25 per day/maximum €400
---	--

ASSISTANCE BENEFITS	MAXIMUM AMOUNTS
Assistance during the trip	
<ul style="list-style-type: none"> ▪ Advance of funds (abroad only, and only in the event of theft or loss of means of payment, identity papers & flight tickets) ▪ Cost of replacement keys in the event of loss 	<ul style="list-style-type: none"> ▪ €1,000 maximum ▪ Max. €40 per set of keys and per year
Personal Assistance in the event of Illness or Injury	
<ul style="list-style-type: none"> ▪ Repatriation or medical transport (including in the event of an epidemic or pandemic) ▪ Visit by a relative ▪ Early return home ▪ Legal assistance abroad <ul style="list-style-type: none"> - Advance payment of criminal bail - Payment of lawyer's fees ▪ Search and rescue costs ▪ Sending medicines abroad ▪ Sending urgent messages 	<ul style="list-style-type: none"> ▪ Actual cost ▪ Return travel ticket* + hotel expenses 1 person If hospitalisation > 3 days: maximum €1,900 for the entire benefit OR 2 persons if Hospitalisation > 7 days: maximum €3,300 for the entire benefit ▪ Return travel ticket* ▪ €3,000 ▪ €10,000 ▪ €2,000 ▪ Cost of shipping ▪ Actual cost
Assistance in the event of Death	
<ul style="list-style-type: none"> ▪ Repatriation of a body ▪ Funeral expenses required for transport ▪ Death formalities 	<ul style="list-style-type: none"> ▪ Actual cost ▪ €2,500 ▪ Return travel ticket* + €100 hotel expenses per night/Max. 3 nights
Medical Expenses Assistance	
<ul style="list-style-type: none"> ▪ Medical and/or hospitalisation expenses (outside home country) worldwide, including in the event of an epidemic or pandemic 	<ul style="list-style-type: none"> ▪ €1,000,000 maximum

<ul style="list-style-type: none"> ○ Temporary stays of less than 30 consecutive days in the country of residence ○ Obstetric treatment ▪ Dental treatment <ul style="list-style-type: none"> ○ In case of emergency ○ In the event of an accident ▪ Psychiatric and psychological treatment 	<ul style="list-style-type: none"> ▪ €25,000 ▪ 75% of fees, maximum €3,500/Waiting period 180 days from policy subscription date ▪ €500 ▪ Max. €420 per tooth/€1,000 per year ▪ Up to 3 calls OR ▪ Reimbursement of fees for consultation of a psychologist or psychiatrist/Up to €200
<p>Health Protection Assistance</p>	
<ul style="list-style-type: none"> ▪ Pre-departure telephone consultation ▪ Impossibility of return home ▪ Hotel expenses as a result of quarantine requirements ▪ Payment for a local flat rate telephone service ▪ Psychological support if required to quarantine ▪ Emergency supplies ▪ Home help ▪ Shopping delivery ▪ Psychological support following repatriation 	<p>1 call Max. €1,000 per person and max. €50,000 per group + Hotel expenses €80 per night/Max. 14 nights</p> <p>Hotel expenses €80 per night/max. 14 nights</p> <p>Up to €80 6 consultations per event Max. €100 per person and max. €350 per family 15 hours over 4 weeks Max. 15 days and 1 delivery per week 6 consultations per event</p>

* by train, first class; or by plane, economy class

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

For Assistance and Insurance benefits other than Personal Liability while Abroad, the Insurer is MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX. A public limited company with share capital of €12,558,240 – Company governed by the French Insurance Code – Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution (ACPR - French Prudential Supervisory Authority) – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT FR 31 383 974 086.

For Personal Liability while Abroad, for which the policy number is 42190225 D, the Insurer is Groupama Rhône Alpes Auvergne through GSL.

Abroad

Any country outside your country of domicile.

Assault

Any bodily injury, unintentional on the part of the insured person, resulting from a voluntary, sudden and brutal action by another person or group of persons.

Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

Such an “attack” must be registered by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

Basic necessities

Clothing and toiletries allowing you to manage temporarily without your personal effects.

Claim event

Event of a random nature that is likely to trigger the cover provided under this policy.

Claims manager for assistance cover

MUTUAIDE.

Claims manager for insurance cover and reimbursement of medical expenses incurred by the Insured
AVI INTERNATIONAL.

Covered trip

A trip for which you are insured and have paid the corresponding premium, with a maximum duration of 12 consecutive months.

Definition of personal assistance

Personal assistance includes all the services provided in the event of illness, injury or death of the persons covered, during an insured trip.

Domicile

Your home address is considered to be your main and usual place of residence. In the event of a dispute, the tax domicile constitutes the domicile.

Duration of cover

The duration of cover for other benefits corresponds to the dates of the trip indicated on the invoice issued by the tour operator, with a maximum duration of 12 consecutive months, renewable once for up to 24 consecutive months.

Epidemic

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

Europe

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

Events covered under assistance

Illness, injury or death during an insured trip.

Events covered under insurance

- ✓ Travel delay
- ✓ Theft, destruction, loss of luggage, delayed delivery of luggage;
- ✓ Reimbursement of Medical Expenses
- ✓ Personal accident.
- ✓ Personal Liability while Abroad
- ✓ Au Pair Benefits
 - Transfer of the Insured Au Pair
 - Premature return of the Insured Au Pair
- ✓ "Host Family" Benefits
 - Cancellation or interruption of the Au Pair programme by the Insured

Family members

Your legal or de facto spouse or any person linked to you by a civil union, your ancestors or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ancestors, 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 otherwise stipulated in the policy.

Geographical coverage

The entire world.

Host family

Host families are couples or single parents with at least one child under 16 years of age living with them. They have a single room for the Au Pair. The language of the host country must be spoken in the household.

Illness

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

Injury

Sudden deterioration of health resulting from the sudden action of an external cause not intentional on the part of the victim, established by a competent medical authority.

Insurance Excess

Share of the claim borne by the Policy Holder as provided for in the policy in the case of compensation paid out as the result of a claim. The insurance excess may be expressed as an amount or a percentage, or in days, hours, or kilometres.

Insured

Any natural person under the age of 30 who has taken out this policy with the Policyholder, whose surname and first name are shown on the application form or on the list of participants provided by the Policyholder and on the insurance card, and who has paid the corresponding premium, and who is staying abroad as part of an Au Pair Programme with a Host Family, and who can provide proof of their status as a trainee domestic helper to the URSSAF and DIRECCTE in France and their equivalents abroad.

In this policy, the Insured Parties are also referred to as “you”.

For “Host Family” benefits, the Insured refers to the host family of the Insured Party described above.

Luggage

Suitcases, trunks, hand luggage of the Insured as well as their contents insofar as it concerns clothing and personal effects taken by the Insured during the covered trip or items acquired during this trip, to the exclusion of the clothing that you are wearing.

Maximum per event

In the case where the cover is exercised in favour of several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer’s cover is in all circumstances limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, the compensation is reduced and settled in proportion to the number of victims.

Natural disaster

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

Nullification

Any fraud, falsification or false declarations and false testimonies likely to implement the guarantees provided for in the agreement, will result in the nullification of our commitments and the forfeiture of the rights provided for in the said agreement.

Pandemic

An epidemic that develops over a wide area, crossing borders and qualified as a pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Payment of benefits

The benefits guaranteed by the present agreement can only be paid out with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expense incurred by the Insured on his/her own authority can be reimbursed by MUTUAIDE ASSISTANCE.

Precious objects

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

Quarantine

The isolation of a person in case of suspicion of disease or proven disease, decided by a local competent authority, with a view to avoiding a risk of spreading the said disease in the context of an epidemic or pandemic.

Serious accidental injury

Serious deterioration of health resulting from the sudden action of an external cause not intentional on the part of the victim, established by a competent medical authority, leading to the issue of a prescription for medication for the patient and implying the cessation of all activity, professional or otherwise.

Serious illness

A sudden and unforeseeable deterioration in health certified by a competent medical authority, resulting in the issue of a prescription for medication for the patient and involving the cessation of all activities, professional or otherwise.

Waiting period

Period during which no claims can be covered.

If the policy was taken out when you were already in the country of stay, the consequences of an illness occurring in the first 15 days will not be covered. This will also apply if you are late in extending your policy, i.e. more than 48 hours after your initial contract had ended.

We organise

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

We pay for the service

We finance the service.

CLAUSE 2 – DESCRIPTION OF INSURANCE BENEFITS**1. TRAVEL DELAY**

If you are delayed by more than 24 hours from the time indicated in your contract of sale, we will reimburse you a lump sum, up to the amount indicated in the Table of Benefits.

The compensation is cumulative if the delay is suffered on the outbound journey, the return journey or a journey during the trip.

CONDITIONS FOR GRANTING THE BENEFIT

The benefit shall be granted on condition that the covered journey has been made.

This benefit is valid for outbound and/or return journeys on:

- regular flights, trains, boats of companies whose schedules are published,
- outbound charter flights whose timetables are indicated on the outbound flight ticket,
- return charter flights: time of flight confirmation provided by the travel agency.

In the event of a dispute, the “ABC WORLD AIRWAYS GUIDE” is considered as the reference for determining the flight schedule and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Advise AVI INTERNATIONAL – Service Assurance (Insurance Department) as soon as you return and at the latest within 15 days of your return. If you do not comply with this deadline and we suffer loss as a result, you will lose all rights to compensation.
- Provide AVI INTERNATIONAL – Service Assurance (Insurance Department) with the following:
 - The tickets and their purchase invoice, the stub of the boarding pass;
 - a certificate of delay drawn up and stamped by the transport company or its representative. This certificate must include the expected time of arrival at your destination and the time of arrival actually recorded, and must be in your name if you are unable to provide the stub of your boarding pass or proof of your presence on board.
 - Any other proof that may be requested.

IMPORTANT:

If you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and you will not be entitled to compensation. Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

WHAT IS EXCLUDED

In addition to the general exclusions common to all benefits, the following reasons for delay are also excluded:

- ◆ **Weather conditions;**
- ◆ **A state of civil war or foreign war in the country of departure, transfer or arrival of the insured flight;**
- ◆ **Your refusal to board the flight initially planned by the authorised organisation;**

- ◆ Your refusal to take the insured transport;
- ◆ Flights that you have not confirmed in advance;
- ◆ The failure of the journey for which your reservation was confirmed, whatever the reason;
- ◆ If you are not admitted to the aircraft, following or after the check-in deadline, or if you fail to check in your luggage and/or present yourself for boarding;
- ◆ A decision by the airport authorities, civil aviation authorities or other authorities to change departure times more than 24 hours before the date of your outbound or return journey shown on your ticket.

It is our responsibility to prove that the delay in transport is the result of one of the events listed above, except in the case of foreign war, where, in application of the provisions of the French Insurance Code, it is your responsibility to prove that the delay in transport is the result of an event other than a foreign war event.

2. LUGGAGE

We cover, up to the amount indicated in the Table of Benefits, your luggage, objects, and personal effects carried with you or bought during your trip, outside of your principal or secondary residence, in the event of:

- theft;
- total or partial destruction;
- loss during transportation by a transport company.

DELAYED DELIVERY OF YOUR LUGGAGE

In the event that your personal luggage is not returned to you at the destination airport (on the way), and if they are returned to you after more than 24 hours of delay, we will reimburse you, on presentation of supporting documentation, for the cost of basic necessities up to the amount indicated in the Table of Benefits.

However, you cannot combine this compensation with the other compensation provided under the LUGGAGE cover.

WHAT ARE THE LIMITS OF OUR COVER?

In the case of valuable objects, the reimbursement value may under no circumstances exceed the amount indicated in the Table of Benefits.

In addition, the objects listed above are only covered against theft that is characterised and duly declared as such to a competent authority (police, transport company, purser, etc.).

- The theft of jewellery is covered ONLY when it is placed in a safe or when it is worn by you
- The theft of any sound and/or image reproduction device and their accessories is covered ONLY when they are placed in a safe or when they are carried by you.

If you use a private car, the risks of theft are covered provided that your luggage and personal effects are contained in the locked trunk of the vehicle and out of sight. Only theft as a result of a break-in is covered.

If the vehicle is parked on the public highway, cover is only provided between 7.00 am and 10.00 pm.

WHAT IS EXCLUDED

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

- ◆ Theft of luggage, personal effects and objects left unattended in a public place or stored in a room shared by several persons;
- ◆ Theft of any sound and/or image reproduction device and its accessories when they have not been placed in a locked safe while not being carried, which means that these devices are not covered when they are entrusted to a transport company of any kind (air, sea, rail, road, etc.);
- ◆ Forgetting, loss (except by a transport company), exchange;
- ◆ Theft where a break-in has not been duly noted and recorded by an authority (police, transport company, purser, etc.);
- ◆ Accidental damage due to the leakage of liquids, oily substances, colourings or corrosive substances contained in your luggage;
- ◆ Confiscation of goods by the authorities (customs, police);
- ◆ Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source;
- ◆ Theft from any vehicle without a boot;
- ◆ Collections, samples from sales representatives;
- ◆ Stolen, lost, forgotten or damaged cash, documents, books, tickets and credit cards;
- ◆ Forgotten, lost or damaged official documents: passport, identity card or residence permit, vehicle registration document and driving licence;
- ◆ Theft of jewellery if it has not been placed in a locked safe when not being worn, which means that jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.);
- ◆ Breakage of fragile objects such as porcelain, glass, ivory, pottery, marble;
- ◆ Indirect losses such as depreciation and loss of use;
- ◆ The following objects: any prosthesis, equipment of any kind, trailers, valuable securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobile phones, musical instruments, food products, lighters, pens, cigarettes, alcohol, art objects, beauty products and photographic films.

WHAT AMOUNTS DO WE COVER?

The amount indicated in the Table of Benefits constitutes the maximum amount reimbursed for all claims arising during the cover period.

HOW IS YOUR COMPENSATION CALCULATED?

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you will be compensated on the basis of proof and on the basis of the replacement value by equivalent objects of the same nature, with deductions made for depreciation.

During the first year from the date of purchase, the amount reimbursed will be equal to the purchase value of the luggage or the valuable object. In the following year, the refund amount will be calculated at 75% of the purchase price. In subsequent years the value will be reduced by a further 10%.

In the event of theft, you will be reimbursed on the basis of proof and the replacement value of equivalent objects of the same kind.

In all cases, the proportional capital rule provided for in Article L.121-5 of the French Insurance Code shall not apply.

Our reimbursement will be made after deduction of any reimbursement obtained from the transport company and of the excess.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report the claim to AVI INTERNATIONAL – Service Assurance (Insurance Department) within five working days except in the case of unforeseen events or force majeure; if you do not comply with this deadline and we suffer loss as a result, you will lose all rights to compensation.

The claim report must be accompanied by the following information:

- ✓ acknowledgement of receipt of a complaint in the event of theft or a report of theft to a competent authority (police, transport company, purser, etc.) in the case of theft during the trip or loss by a transport company;
- ✓ the loss or destruction report drawn up by the carrier (sea, air, rail, road) if the luggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the carrier.
- ✓ A copy of the list of items declared damaged or stolen, given to the transport company;
- ✓ The letter of reimbursement from the airline or transport company stating the compensation paid to you;
- ✓ The original purchase receipts for the damaged or stolen items;
- ✓ In the event of a delay in delivery, the incident report drawn up by the carrier company and the baggage delivery note indicating the date and time of delivery.

If these documents are not provided, you forfeit your right to compensation.

The sums insured cannot be considered as proof of the value of the goods for which you are claiming compensation, nor as proof of the existence of these goods.

You are required to prove, by all means in your power and by all documents in your possession, the existence, and value of these goods at the time of the claim, as well as the extent of the losses incurred.

If you knowingly use inaccurate documents or fraudulent means or make inaccurate or concealed declarations as proof, you will lose all rights to compensation, without prejudice to any legal proceedings that we may then be entitled to take against you.

WHAT HAPPENS IF YOU RECOVER ALL OR SOME OF YOUR LUGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify AVI INTERNATIONAL – Service Assurance (Insurance Department) immediately by registered letter as soon as you are informed of this:

- if we have not yet paid compensation, you must take back the said luggage, objects, or personal effects; we are then only obliged to pay for any damaged or missing items.

- if we have already paid compensation, you may choose within 15 days:

- ✓ either to surrender the said luggage, objects or personal effects to us,
- ✓ or to take back the said luggage, objects or personal effects in return for the repayment of the compensation you have received, minus, where applicable, the part of this compensation corresponding to any damaged or missing items.

If you do not choose within 15 days, we will consider that you have opted to surrender the items to us.

3. PERSONAL LIABILITY

DEFINITIONS

Bodily harm

Any physical injury suffered by a natural person and the resulting damage.

Damage to property

Any damage to or destruction of a thing or substance. Any physical injury to an animal.

Consequential loss

Any financial loss resulting from the total or partial deprivation of enjoyment of an asset or a right, loss of profit, loss of clientèle or interruption of a service or an activity, and which is the direct consequence of bodily injury or material damage covered.

Harmful event

The event that constitutes the cause of the damage or loss.

Accidental pollution

The emission, dispersion, discharge or deposit of any solid, liquid or gaseous substance into the air, the ground or water, which results from a sudden and unforeseen event and which does not occur slowly, gradually or progressively.

Claim

Any claim for amicable or contentious compensation, made by the victim of a loss or his/her beneficiaries, and sent to the Insured or to the Insurer.

Civil liability

Legal obligation incumbent on any person to make good the damage he/she has caused to others.

Claim event

Any damage or losses caused to third parties, engaging the liability of the Insured, resulting from a harmful event and having given rise to one or more claims. The harmful event is the one that constitutes the cause of the damage or losses. A set of harmful events with the same technical cause is considered as a single harmful event.

Third party

Any person other than the Insured.

Motorised land vehicle

A vehicle which moves on the ground (i.e. not an aircraft or seagoing craft) without requiring a rail track, self-propelled (i.e. propelled by its own power) and used for the transport of persons (even if it is only the driver) or of things.

1. PURPOSE OF THE COVER

The Insurer covers the Insured against the financial consequences of the civil liability which the Insured may incur as a result of bodily injury, property damage and consequential loss caused to third parties in the course of their personal life.

Personal life is understood to mean any activity of a non-professional nature.

Defence

a. Management of the Lawsuit

For damage falling within the scope of the cover and within the limits of this cover, the Insurer alone shall take charge of the management of the lawsuit brought against the Insured and shall have the free exercise of the remedies.

The Insurer shall bear the costs and fees of the investigation, enquiry, expert opinion, lawyer's fees and the costs of the trial. These costs and fees shall be deducted from the applicable amount of cover.

The Insurer's assumption of the management of the Insured's defence shall not constitute a waiver by the Insurer of any benefit exception of which it was not aware at the very moment when it assumed the management of this defence.

In the event of criminal proceedings where civil interests are or will be sought in the context of these proceedings or any other proceedings at a later date, the Insured undertakes to associate the Insurer with their defence without this undertaking modifying the scope of the cover provided by the present contract.

Under penalty of forfeiture, the Insured must not interfere in the management of the lawsuit when the subject matter of the lawsuit is covered by the "Personal Liability" policy.

b. Transaction

The Insurer alone has the right, within the limits of the cover, to settle with the injured parties.

No settlement or acknowledgement of liability made independently of the Insurer shall be enforceable against it.

However, the admission of a material fact, or the mere fact of having provided the victim with urgent help when this is an act of assistance which every person has a moral duty to perform, shall not be considered as an acknowledgement of liability.

2. EXCLUSIONS

The following are excluded:

- ◆ The consequences of intentional misconduct by the Insured.
- ◆ Damage caused by civil or foreign war, whether declared or not, riots and public unrest, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves and other disasters.
- ◆ Damage made unavoidable by a voluntary action of the Insured and which makes the insurance policy lose its status as a contingency policy covering unforeseen events (article 1964 of the French Civil Code).
- ◆ Fines and any other criminal penalties imposed on the Insured personally.
- ◆ Damage or worsening of damage caused by:
 - weapons or devices designed to explode by modification of the structure of the atomic nucleus;
 - any nuclear fuel, product or radioactive waste;
 - any source of ionising radiation (especially radioisotopes)
 - ◆ The consequences of the presence of asbestos or lead in buildings or facilities owned or occupied by the Insured, of work to find, destroy or neutralise asbestos or lead, or of the use of products containing asbestos or lead.
 - ◆ The consequences of contractual commitments accepted by the Insured and which have the effect of increasing the liability which would have been assumed in the absence of the said commitments.
 - ◆ In the United States of America and in Canada:
 - punitive damages or exemplary damages;
 - pollution damage.

- ◆ Damage of the kind referred to in Article L.211-1 of the French Insurance Code relating to compulsory motor insurance and caused by motorised land vehicles and their trailers or semi-trailers of which the Insured has ownership, custody or use (including due to the existence or falling of accessories and products required for the use of the vehicle, and objects and substances which it transports).
- ◆ Damage to property or consequential loss caused by fire, explosion or water damage originating in buildings owned, rented or occupied by the Insured.
- ◆ Theft committed in the buildings mentioned in the previous exclusion.
Damage to property (other than that referred to in the two previous exclusions) and consequential damage caused to property in the custody, use or safekeeping of the Insured. *Notwithstanding this exclusion, material damage caused by the Insured to property in the host family's home, and only in this context, will be covered in accordance with the Table of Benefits, up to the limit indicated for the event "Property damage at the home of the Host Family". This benefit is also covered by Mutuaide Assistance.*
- ◆ The consequences of air, sea, river or lake navigation using equipment of which the Insured has the ownership, custody or use.
- ◆ Damage caused by weapons and their ammunition, the possession of which is prohibited and of which the Insured is the owner or holder without official permission.
- ◆ Damage which is subject to a legal obligation to insure and which results from the practice of hunting.
- ◆ Damage caused by animals other than domestic animals.
- ◆ Damage caused by first-category dogs (attack dogs) and second-category dogs (guard and defence dogs), as defined in Article 211-1 of the French Rural Code, and by wild animals tamed or held in captivity, as mentioned in Article 212-1 of the French Rural Code, whether stray or not, of which the Insured is the owner or keeper (Law n° 99-5 of 6 January 1999 relating to dangerous and stray animals and the protection of animals).
- ◆ The consequences of:
 - the organisation of sporting competitions;
 - the practice of sports as a licence holder of a sports federation;
 - the practice of air or water sports.

3. PERIOD OF COVER

The cover under this policy is triggered by the harmful event and covers the Insured against the financial consequences of the claim events, as long as the harmful event occurs between the initial effective date of the cover and its cancellation or expiry date, regardless of the date of the other elements constituting the claim event (Article L.124-5 of the French Insurance Code).

4. AMOUNT OF COVER

The amount of the cover expressed per claim event constitutes the limit of the Insurer's liability for all claims relating to the same harmful event.

The date of the claim event is the same as that of the harmful event. The terms and conditions and amount of the cover are those in force on that date.

5. WHAT TO DO IN THE EVENT OF A CLAIM?

Under penalty of forfeiture, the Insured must declare their claim within 5 working days of the event to AVI INTERNATIONAL.

6. LEGAL NOTICES

INSURER:

The policy is underwritten by **Groupe Special Lines** on behalf of:

Groupama Rhône-Alpes Auvergne Rhône-Alpes Auvergne Regional Agricultural Insurance Mutual – 50 rue de Saint-Cyr – 69251 Lyon CEDEX 09 – SIRET 779 838 366 000 28 – Company governed by the French Insurance Code

and supervised by the Autorité de Contrôle Prudentiel de Résolution (French Prudential Supervisory Authority) – 61 rue Taitbout – 75009 Paris.

SUPERVISORY AUTHORITY:

In accordance with the French Insurance Code (Article L.112-4) it is specified that the supervisory authority for GROUPE SPECIAL LINES and GROUPAMA is the **ACPR, 4, place de Budapest - CS 92 459 - 75436 Paris CEDEX 9.**

4. INDIVIDUAL ACCIDENT

1. SPECIFIC DEFINITIONS

Beneficiary(ies)

The person or persons who receive from the Insurer the sums due in respect of a claim.

In the event of the death of the Insured, unless another person has been designated by the Insured, the sums due shall be paid:

- if the INSURED is married, to his/her spouse who is neither legally separated nor divorced, failing which to his/her children born or unborn, living or represented, failing which to his/her heirs;
- if the INSURED is signatory to a PACS, to his/her partner, failing which to his/her heirs;
- if the INSURED is widowed or divorced, to his/her children, failing which to his/her heirs;
- if the INSURED is single, to his/her heirs.

In all other cases, other sums are paid to the Insured who is the victim of the accident.

Any person who intentionally caused or triggered the claim event is excluded from the cover.

Accident

Any unintentional bodily injury on the part of the victim resulting from the sudden action of an external cause. By extension to this definition, pathological manifestations which are the direct consequence of this bodily injury are covered.

The following are considered to be accidents:

- injuries caused by fire, steam jets, acids and corrosive substances, lightning and electric current;
- asphyxiation by immersion and asphyxiation by the inadvertent inhalation of gases or vapours;
- the consequences of poisoning and bodily injury due to the unintentional ingestion of toxic or corrosive substances;
- cases of exposure, congestion and freezing following shipwrecks, forced landings, collapses, avalanches, floods or any other events of an accidental nature;
- the direct consequences of animal bites or insect stings, excluding diseases (such as malaria and sleeping sickness), the primary origin of which can be traced back to such bites or stings;
- injuries which may occur during scuba diving, including those due to cold water shock or decompression;
- bodily injuries resulting from aggression or attacks of which the Insured is a victim, unless it is proven that the Insured was actively involved as the author or instigator of these events;
- the physiological consequences of surgical operations, provided that such operations were required as the result of an accident covered under the policy.

The following are not considered to be accidents

- ruptured aneurysms, myocardial infarction, cerebral embolism, epileptic seizures, meningeal haemorrhage.

Illness

Any deterioration in health established by a competent medical authority.

Permanent disability

Presumed permanent impairment of the Insured's physical capacities.

The extent of such impairment is quantified by a rate determined by reference to the Social Security disability scale.

2. PURPOSE OF THE INSURANCE

The policy is designed to cover the payment of the compensation defined below, the amounts of which are set out in the Table of Benefits, in the event of a bodily injury affecting the Insured.

Only those aged below 70 may benefit from Personal Accident cover.

3. EXCLUSIONS

- ◆ Accidents caused or provoked intentionally by the Insured, the consequences of the Insured's suicide or attempted suicide, as well as accidents caused by the use of drugs or narcotics not prescribed by a doctor.
- ◆ Accidents occurring when the Insured is the driver of a vehicle and his/her blood alcohol level is higher than that legally allowed in the country where the accident takes place.
- ◆ Accidents resulting from the participation of the Insured in a brawl (except in the case of self-defence or assistance to a person in danger), a duel, a misdemeanour or a criminal act.
- ◆ Accidents occurring during the use as a pilot or crew member of an aircraft allowing movement in the air or during the practice of sports carried out with or from such aircraft.
- ◆ Accidents caused by the practice of a sport on a professional basis and the practice, even on an amateur basis, of all sports requiring the use of motorised mechanical devices, whether as a pilot or a passenger. The term practice of a sport is understood to include taking part in training, trials, sporting events and competitions.
- ◆ Accidents caused by civil or foreign war, whether declared or not.
- ◆ Accidents due to ionising radiation emitted by nuclear fuels or by radioactive products or waste, or caused by weapons or devices intended to explode by modification of the structure of the atomic nucleus.

4. TYPES OF COMPENSATION**DEATH**

If, within a maximum period of 24 months from the date of the accident of which the Insured was a victim, the said accident results in death, we cover the payment of the capital sum, the amount of which is fixed in the Table of Benefits, to the persons designated in the Special Terms and Conditions as Beneficiaries.

If, prior to the death, the same accident gave rise to the payment of compensation for permanent disability in application of the following conditions, the capital sum will be reduced by the amount of this compensation.

The officially recognised disappearance of the body of the Insured during the wreck, disappearance or destruction of the means of transport in which he/she was travelling, will give rise to a presumption of death at the expiry of a period of one year from the day of the accident.

However, if it is established at any time after the payment of compensation for the disappearance of the Insured, that the latter is still alive, the sums unduly paid in this respect must be reimbursed to us in full.

PERMANENT DISABILITY

If the accident results in a permanent disability, we shall pay the Insured a maximum compensation amount corresponding to the 100% rate of the Social Security disability scale.

If the disability is partial, the Insured shall be entitled to a fraction of the compensation amount in proportion to the degree of disability.

Disabilities not listed are compensated according to their severity in comparison to the cases listed.

The compensation is a lump sum, contractual amount. It shall be determined according to the rules set out above, without taking into account the age or profession of the Insured.

The degree of disability will be established at the moment when the definitive consequences of the accident can be determined with certainty, and at the latest, unless otherwise agreed between the Insured and us, at the expiry of a period of one year from the day of the accident.

There is no accumulation of death and disability benefits when they result from the same accident.

MULTIPLE DISABILITIES

Where the same accident results in several distinct disabilities, the main disability is assessed first under the conditions set out above, and the other disabilities then assessed successively, in proportion to the capacity remaining after the addition of the previous ones, but the overall rate may not exceed 100%.

The absolute functional incapacity of a limb or organ shall be treated as the loss of that limb or organ.

No compensation shall be payable for the loss of limbs or organs which were incapacitated before the accident. If the accident affects a limb or organ which is already disabled, the compensation shall be determined by the difference between the condition before and after the accident. In no case shall the assessment of injuries resulting from the accident be increased by the infirmity of limbs or organs not affected by the accident.

Nervous disorders and nerve damage may be taken into consideration, insofar as they constitute the consequence of an insured accident, only if they are shown on examination by clearly characterised clinical signs.

5. DECLARATION IN THE EVENT OF A CLAIM

In the event of a claim, it is essential that you send us, immediately, full details of the circumstances in which the claim has arisen, and its possible consequences.

FORM AND NECESSARY INFORMATION

The Insured or his/her beneficiaries, yourself if applicable, or any agent acting on his/her behalf must report any claim, in writing or verbally in return for a receipt, at our Head Office or to our representative designated in the policy, within fifteen days at the latest of the date on which he/she became aware of it.

If the claim is not reported within the time limit stipulated above, except in the case of unforeseeable events or force majeure, we may refuse benefits if we can establish that the delay in reporting the claim has caused us to incur losses or damages (Article L.113-2 of the French Insurance Code).

In addition, he/she must provide us with all information on the seriousness, causes and circumstances of the claim event and indicate, if possible, the names and addresses of the witnesses and perpetrators.

The claim report must include in particular:

- the date, circumstances and location of the accident;
- the full name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the injuries and their probable consequences;
- if applicable, the police report, the names and addresses of the person(s) causing the accident, and any witnesses.

The victim or his/her dependants must make every effort to limit the consequences of the accident and, in particular, seek the medical care required by the victim's condition.

The agents and doctors appointed by us shall, unless there is justified opposition, have free access to the victim and his/her treating doctors to ascertain his/her condition. Any intentional false statement concerning the date or circumstances of an accident, duly established and likely to cause us harm, shall entail forfeiture of the rights to compensation which, if already paid, must be reimbursed to us.

EXAMINATION

The Insured is obliged to submit to examination by the doctors appointed by us, and our representatives will have free access to the Insured whenever we consider it useful, **under penalty of the Insured or any beneficiary forfeiting their rights if, without valid reason they refuse to allow our delegates to carry out an examination or obstruct the exercise of such an examination if, after notice given forty-eight hours in advance by registered letter, we encounter a persistent refusal on their part or remain prevented from carrying out our examination.**

Any fraud, concealment or misrepresentation on your part or on the part of the beneficiary of the compensation, intended to mislead us as to the circumstances or consequences of a claim, shall lead to the loss of any right to compensation for the claim in question.

6. PAYMENT OF COMPENSATION

DETERMINATION OF THE CAUSES AND CONSEQUENCES OF THE ACCIDENT

The causes of the accident and its consequences and the degree of disability shall be established by agreement between the parties or, failing agreement, by two doctors, each appointed by one of the parties. In the event of a difference of opinion, a third doctor will be appointed to settle the dispute; if they do not agree on the choice of this doctor, or if one of the parties fails to appoint his/her doctor, the appointment shall be made at the request of the first party to act by the Presiding Judge of the High Court of the Insured's domicile with exemption from oath and all other formalities.

Each party shall be liable for the fees and expenses relating to the intervention of the doctor they have appointed, with the fees and expenses relating to the possible intervention of a third doctor being shared equally between them.

INDEPENDENT AGGRAVATION OF THE ACCIDENTAL EVENT

Whenever the consequences of an accident are aggravated by the constitutional state of the victim, by a lack of care due to his negligence or by empirical treatment, by a pre-existing disease or infirmity and in particular by a diabetic or haematological condition, the compensation due shall be determined according to the consequences which the accident would have had in an able-bodied person in normal health under rational treatment.

PAYMENT

The compensation due under the policy shall be paid:

- In the event of death or permanent disability, within one month of the submission of the documents proving the accidental death of the Insured and the status of the beneficiary, or the agreement of the parties on the degree of disability.
- In the absence of agreement between the parties, the compensation will be paid within fifteen days of the court decision becoming binding.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must contact AVI INTERNATIONAL.

AVI INTERNATIONAL – Service Assurance (Insurance Department)

10 Avenue de l'Arche, Immeuble Colisée Garden
CS 70126
92 149 COURBEVOIE CEDEX

5. "AU PAIR" BENEFITS

You receive this cover when you have paid the premium corresponding to this policy.

Reimbursement of hotel expenses.

If you are forced to change Host Family, we will cover the accommodation costs pending a new placement, up to the amount indicated in the Table of Benefits. Invoices for accommodation costs as well as an official certificate from the Au Pair agency justifying the need for a Host Family Transfer will be requested in the event of a claim.

Reimbursement of tuition fees

We will reimburse you on a *pro rata basis* for tuition fees, in the event of interruption of your Trip following your medical repatriation or early return to your Home Country up to the amount indicated in the Table of Benefits.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Advise AVI INTERNATIONAL – Service Assurance (Insurance Department) as soon as you return and at the latest within 15 days of your return. If you do not comply with this deadline and we suffer loss as a result, you will lose all rights to compensation.
- Provide AVI INTERNATIONAL – Service Assurance (Insurance Department) with the following:
 - Invoices for accommodation costs as well as an official certificate from the Au Pair agency justifying the need for a Host Family Transfer will be requested in the event of a claim;
 - Invoice for tuition fees;

OR

 - Any other proof that may be requested.

IMPORTANT:

If you fail to comply with the obligations listed above, it will be impossible to establish the reality of the incident and you will not be entitled to compensation. Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

EXCLUSIONS SPECIFIC TO THE AU PAIR BENEFITS

In addition to the general exclusions indicated, the following are excluded:

- ◆ Food, road, toll, fuel, taxi or customs charges.
- ◆ Premature returns to the Home Country or termination of the Au Pair Trip for any other reason than that resulting from a medical repatriation or early return covered under the policy.

7. “HOST FAMILY” BENEFITS

This benefit only applies to the host family when it has paid the insurance premium corresponding to this policy on behalf of the Insured.

Reimbursement of registration fees

We will reimburse the host family in the event of cancellation of the Insured Au Pair’s trip due to serious illness or serious bodily injury, or in the event of interruption following medical repatriation or early return, for the membership costs of the Member Au Pair Agency up to the amount indicated in the “Table of Benefits” if the agency is unable to replace the Insured with another Au Pair for the Host Family.

In the event of interruption, we will reimburse the Host Family for membership fees on a pro rata basis of the total duration of the Insured’s initial Stay and the time spent on the Stay.

Payment of a daily allowance for the Host Family

If the Policyholder is the Host Family, we will pay the Host Family a daily flat-rate allowance up to and within the limit of the duration indicated in the “Table of Benefits”. The payment of this allowance shall cease upon the arrival of a new Au Pair, if the Insured Au Pair is hospitalised for more than 3 days or is subject to medical repatriation or early return, or if the Insured Au Pair changes to a new Host Family in agreement with the Host Family and the Member Agency.

The benefit is not applicable if the Host Family does not voluntarily wish to replace the Au Pair.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Advise AVI INTERNATIONAL – Service Assurance (Insurance Department) as soon as you return and at the latest within 15 days of your return. If you do not comply with this deadline and we suffer loss as a result, you will lose all rights to compensation.
- Provide AVI INTERNATIONAL – Service Assurance (Insurance Department) with the following:
 - The invoice for membership fees at the Member Au Pair agency a declaration of delay;
 - Proof of hospitalisation of the au pair;
 - Any other proof that may be requested.

IMPORTANT:

If you fail to comply with the obligations listed above, it will be impossible to establish the reality of the incident and you will not be entitled to compensation. Furthermore, if you knowingly make a false declaration or use fraudulent means or inaccurate documents, you will forfeit any right to compensation.

EXCLUSIONS SPECIFIC TO THE HOST FAMILY BENEFITS

In addition to the general exclusions indicated, the following are applicable:

- ◆ Exclusions relating to Illness, Injury and events covered under “Repatriation and Medical Expenses Assistance”
- ◆ Any voluntary act or decision by the Au Pair or the Host Family is also excluded.

CLAUSE 3 – DESCRIPTION OF PERSONAL ASSISTANCE BENEFITS

If you become ill or injured or you die during an insured trip, we will intervene in the following circumstances:

ASSISTANCE DURING THE TRIP**ADVANCE OF FUNDS (abroad only)**

During a covered trip, outside your country of residence, if your means of payment, your official documents (passports, national identity card, etc.) or your flight tickets are lost or stolen,

Simply call our service and we will inform you of the steps to be taken (filing a complaint, renewing your documents, etc.).

The information communicated is factual information covered by article 66.1 of the amended law of 31 December 1971. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds up to the amount indicated in the Table of Benefits, against an acknowledgement of debt given to MUTUAIDE ASSISTANCE

This advance must be reimbursed to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.

In the event of non-payment, we reserve the right to initiate all appropriate recovery proceedings.

FEES FOR REPLACEMENT OF KEYS/OFFICIAL DOCUMENTS

In the event of a loss, we will also reimburse you for your replacement key costs during your trip, up to the amount indicated in the Table of Benefits, and provided that you have submitted an invoice, as well as on presentation of the original evidence of loss of keys.

Identity documents, driving licences, passports or transport tickets for local use are reimbursed only in the event of an assault or theft. Fees for the renewal of identity documents, passports and driving licences will be refunded on presentation of the paid invoice

PERSONAL ASSISTANCE IN THE EVENT OF ILLNESS OR INJURY**REPATRIATION AND MEDICAL TRANSPORT:**

You are ill or injured during a covered trip, including in the event of an epidemic or pandemic. we will organise and pay for your repatriation to your home or to a hospital close to your home.

Only medical requirements are taken into account when deciding on the date of repatriation, the choice of means of transport or the place of hospitalisation.

The decision to repatriate is taken by our medical officer, after consulting the temporary attending physician and possibly the family doctor.

During your repatriation, and on the advice of our medical officer, we will organise and pay for the transport of an accompanying person to travel with you.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance benefits.

VISIT BY A RELATIVE

You are hospitalised on site at the discretion of our medical team, before your medical repatriation, for a period of more than 3 consecutive days (or 24 hours if you are a minor or disabled, during a trip in Europe). We will organise and pay for the return transport by first class train or economy class plane of a member of your family residing in the same country as you, as well as their accommodation costs (room and breakfast) so that they can visit you in hospital, up to the amount indicated in the Table of Benefits.

In all cases, the cost of meals and other expenses will be borne by this person.

EARLY RETURN HOME

If you have to interrupt your trip prematurely in the cases listed below, we will pay your additional transport costs and those of your beneficiary family members or an accompanying person insured under this policy, if the transport tickets planned for your return and theirs cannot be used because of this event, on the basis of a first class train ticket or an economy class plane ticket.

We will intervene in the following cases:

- hospitalisation of a member of your family, a person responsible for taking care of your underage and/or disabled child who stayed at home, or your professional replacement;
- death of a member of your family, a person responsible for taking care of your underage and/or disabled child who stayed at home, or your professional replacement;
- serious accident affecting your principal residence in your home country.

LEGAL ASSISTANCE ABROAD

If, during an insured trip outside your country of residence, you are liable to prosecution or imprisonment for failure to comply with or involuntary violation of local laws and regulations,

we will advance the bail required by the local authorities to allow your provisional release, up to the amount shown in the Table of Benefits.

This advance must be reimbursed within one month of the presentation of our request for reimbursement. If the criminal deposit is reimbursed to you before this period by the authorities of the country, it must be returned to us immediately.

We may reimburse you, up to the amount shown in the Table of Benefits, for the fees of legal representatives whom you may have to call upon freely if an action is taken against you, provided that the acts complained of are not liable to criminal sanction under the legislation of the country.

This benefit does not apply to events related to your professional activity or the keeping of a motorised land vehicle.

SEARCH AND RESCUE COSTS

We will pay for search and rescue costs at sea or in the mountains following an event that puts your life at risk, up to the amount indicated in the Table of Benefits. Only fees charged by a company duly authorised for these activities can be reimbursed.

Under no circumstances can we replace the local emergency services.

SENDING MEDICINES ABROAD

If, during an insured trip outside your country of residence, you are deprived of medicines essential to your health, following a loss or theft we will pay for the search and transport of these medicines, if these medicines or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE cannot be found on the spot (provided that you provide us with the details of your attending physician).

We will pay for the shipment of the medicines by the fastest means, subject to local and French legal constraints.

You are responsible for customs duties and the cost of purchasing the medicines.

SENDING URGENT MESSAGES

If you are unable to contact anyone in your country of residence, we will forward the message if you are unable to do so.

Messages sent may not be serious or sensitive. Messages remain the responsibility of their authors, who must be able to be identified, and are their own responsibility. We only act as intermediary for their transmission.

ASSISTANCE IN THE EVENT OF DEATH

REPATRIATION OF THE BODY

If you die while on an insured trip, we will organise the repatriation of your body to the place of burial in your country of residence.

This service includes:

- ✓ The cost of transporting the body;
- ✓ Costs linked to preservation required by the applicable legislation;
- ✓ The costs directly necessitated by the transport of the body (handling, specific transport arrangements, storage) up to the amount indicated in the Table of Benefits.

DEATH FORMALITIES

If the on-site presence of a family member or a relative of the deceased is essential for identification of the body and for repatriation or cremation formalities, we will organise and pay for an outbound/return ticket by first class train or economy class plane, as well as accommodation expenses (room and breakfast) incurred for this person, up to the amount indicated in the Table of Guarantees.

All other expenses shall be borne by the family of the deceased.

MEDICAL EXPENSES ASSISTANCE

MEDICAL EXPENSES (OUTSIDE YOUR COUNTRY OF RESIDENCE)

Where medical expenses have been incurred with our prior agreement, including in the case of illness related to an epidemic or pandemic, we will reimburse you for that part of these expenses which has not been covered by any insurance organisation with which you are insured.

We will only intervene once the reimbursements have been made by the aforementioned insurance companies, after deduction of any excess, the amount of which is indicated in the Table of Benefits, and subject to the communication of the statements of reimbursement from your insurance company.

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

In this case, we will reimburse the amount of the expenses incurred up to the maximum amount indicated in the Table of Benefits.

In the event that the insurance company with which you are insured does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to you providing us with the original invoices for the medical expenses and confirmation of non-reimbursement issued by your insurance company. In the event that you do not contribute to any insurance organisation, we will pay costs from the first euro, up to the amounts indicated in the Table of Benefits.

This benefit shall cease on the day we are able to repatriate you.

Nature of the expenses entitled to reimbursement (subject to prior agreement):

HOSPITALISATION:

- accommodation costs (including costs of a standard semi-private room),
- procedures relating to surgery, anaesthesia, resuscitation,
- operating theatre expenses,
- consultations,
- medical auxiliary procedures,
- medical biology procedures,
- procedures using ionising radiation,
- pharmacy expenses,
- post-operative expenses as referred to above prescribed by the practitioner who performed the surgery, up to a maximum of 4 post-operative checks,
- the fixed hospital rate in the event of hospitalisation,
- the cost of transport by ambulance in connection with hospitalisation for which benefits are payable under this contract.

HOSPITALISATION OF LESS THAN 24 HOURS:

Hospitalisation of less than 24 hours with surgery is treated as hospitalisation of at least 24 hours.

Chemotherapy is treated as hospitalisation of less than 24 hours.

ROUTINE OUTPATIENT TREATMENT:

- consultations, visits (except for dentists),
- minor surgery and speciality procedures,
- medical auxiliary procedures,

- costs of analysis and laboratory work,
- radiology, medical imaging (MRI) and scanners,
- medical prescription drugs refundable by the French Social Security (excluding non-medicinal products)
- PCR test fees during a transit, if the test is positive.

DENTAL EXPENSES - CAUSED BY AN ACCIDENT OR A DENTAL EMERGENCY NOT RESULTING FROM PREVIOUS BAD CONDITION OF THE TEETH OR GUMS:

“Dental emergency” is understood to mean any infectious root disease which, if left untreated for 48 hours, is likely to result in complications:

- consultations and visits to dentists,
- dental treatment, excluding dental implants.

In the event of an accident, the benefit is payable after the return of the Insured to their home country, if a medical expert determines that treatment cannot take place immediately due to the Insured’s state of health or age. In this case, the Insurer will intervene after the primary health insurance scheme and possibly the mutual insurance company from which the insured could benefit in their home country.

MEDICAL EXPENSES RELATED TO MATERNITY (pregnancy, non-voluntary termination of pregnancy or childbirth, and the consequences thereof or pathological complications resulting therefrom)

75% of actual costs up to the limit, per Insured and per year, defined in the “Table of Benefits”. The benefit is available to an Insured Party aged 30 years or less on the day of subscription to this policy, exclusively abroad and after expiry of a waiting period of 180 days calculated from the date of subscription.

COSTS OF TREATMENT FOR PSYCHOLOGICAL/PSYCHIATRIC ILLNESS

The costs of treatment for a psychological or psychiatric illness are reimbursed up to the cover limit, as long as the treatment has been prescribed by a doctor.

All health expenses for procedures mentioned in the Table of Benefits, prescribed by a qualified medical authority, will be reimbursed.

Procedures that are not included in the French Social Security nomenclature are not covered under any circumstances.

Only expenses for to procedures performed during the period of cover may be reimbursed.

Expenses are reimbursed item by item according to the option selected, up to the limit of the actual costs and in accordance with the Table of Benefits.

If the Policyholder is hospitalised, the costs will be covered if the hospitalisation:

- is the result of an Accident,
- is the result of an Unexpected Illness requiring medical or surgical intervention that cannot wait for the return or repatriation to the country of origin.

“Unexpected Illness” means any sudden and unforeseeable medically ascertained deterioration of health.

An “accident” means any unintentional physical injury suffered by the Policyholder as a result of a sudden and unforeseeable action with an external cause.

Therefore, events that are totally or partially caused by an illness (pathological cause) are not considered to be accidents under the terms of this policy.

Thermal cures as well as procedures related to medical prevention or control (cholesterol tests, etc.) will not be reimbursed under any circumstances.

Benefits will only be paid by the Insurer insofar as the expenses are reasonable and customary.

WHAT YOU SHOULD DO IF YOU HAVE INCURRED MEDICAL EXPENSES WITH OUR PRIOR AGREEMENT

If you have incurred medical expenses with our prior agreement, please contact AVI INTERNATIONAL for reimbursement of your medical expenses under the conditions defined above.

EXTENSION OF THE SERVICE: ADVANCE HOSPITALISATION EXPENSES (OUTSIDE YOUR COUNTRY OF RESIDENCE)

We can, within the limit of the amounts of benefits provided above, advance the hospitalisation costs that you need to incur outside your country of residence, under the following cumulative conditions:

- It must be considered by MUTUAIDE ASSISTANCE's doctors, after gathering information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance relates must be prescribed in agreement with MUTUAIDE ASSISTANCE's doctors.
- You, or any person authorised by you, must formally undertake, by signing a specific document provided by MUTUAIDE ASSISTANCE when this service is implemented:
 - to take steps to have the costs covered by the insurance companies within 15 days of the date on which MUTUAIDE ASSISTANCE sends the information necessary for these steps:
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance companies within one week of receiving these sums.

We shall only be responsible for costs not covered by the insurance companies, within the limit of the amount of benefits provided for the "medical expenses" service. You must provide us with confirmation of non-reimbursement issued by these insurance companies within a week of receiving it.

In order to preserve our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to take the necessary steps with social organisations and to reimburse us the sums received.

If you do not take the necessary steps to have the costs covered by the insurance companies within the time limits, or if you do not present to MUTUAIDE ASSISTANCE within the time limits confirmation of non-reimbursement from these insurance companies, you will not be able to claim the "medical expenses" benefits and will have to reimburse the entirety of the hospitalisation expenses advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any relevant recovery procedure, the cost of which will be borne by you.

EXTENSION OF COVER IN THE HOME COUNTRY

You remain covered during a holiday of up to 30 days in your home country and provided you have a return ticket, during the period of insurance mentioned on the personal insurance certificate and corresponding to the premium paid. This extension of cover is granted subject to the conditions, limitations and exclusions of this Policy.

We will reimburse, in addition to any benefits provided by the compulsory Health Insurance (Social Security) and any provident organisation, the medical expenses up to the limit indicated in the Table of Benefits of the Membership Certificate.

This limit includes the above-mentioned benefits from the compulsory Health Insurance and from any additional provident organisation.

You (or your beneficiaries) undertake to take all necessary steps to recover these costs from the organisations concerned, and to send us the following documents:

- original statements from the social security and/or provident organisations justifying the reimbursements obtained,
- photocopies of treatment notes justifying the expenses incurred.

Failing this, we will not be able to proceed with reimbursement.

In the event that Social Security and/or the organisations to which you contribute do not cover the medical expenses incurred, we will reimburse you up to the amount indicated in the Table of Benefits, for the duration of the policy, provided that you send us the original invoices for medical expenses and the statement of non-reimbursement from Social Security, the mutual insurance company and any other provident organisation beforehand.

HEALTH PROTECTION ASSISTANCE**PRE-DEPARTURE TELEPHONE CONSULTATION**

For all information and enquiries relating to the organisation and smooth running of your trip, you can contact us before your trip 24 hours a day, 7 days a week.

The information offered relates to the following areas:

Health information: Health, hygiene, vaccinations, precautions to take, main hospitals, advice for women, time differences, pets when travelling.

Our doctors are also available for any information you may need in the event of travel during an epidemic or pandemic.

Information is given by telephone and is not confirmed in writing or sent in document format.

The information services are provided between 8.00 am and 7.00 pm and within the time frame normally required to satisfy the request.

However, regardless of the time of the call, we welcome and record your requests and contact details in order to call you back with the answers you need.

IMPOSSIBILITY OF RETURN HOME

If your flight has been cancelled as a result of travel restrictions imposed by the local government or airline companies in the event of an epidemic or pandemic,

and you are obliged to extend your stay, we will organise and pay for the hotel expenses (room and breakfast) as well as those of your beneficiary family members or an insured accompanying person, up to the amount indicated in the Table of Benefits.

We will organise and pay for your repatriation to your home up to the amount indicated in the Table of Benefits.

HOTEL EXPENSES AS A RESULT OF QUARANTINE REQUIREMENT

If you are obliged to extend your stay as a result of being required to quarantine, we will organise and pay the hotel expenses (room and breakfast) as well as those of your beneficiary family members or of an insured accompanying person, up to the amount indicated in the Table of Benefits.

PAYMENT FOR A LOCAL FLAT RATE TELEPHONE SERVICE

If, during an insured trip outside your country of residence, you are required to quarantine, we will pay for the cost of a local flat rate telephone service within the limit indicated in the Table of Benefits.

PSYCHOLOGICAL SUPPORT AT YOUR DESTINATION IF REQUIRED TO QUARANTINE

In the event of significant trauma if you are required to quarantine as the result of an epidemic or pandemic, we can, at your request, arrange telephone support from a psychologist, during the time of your quarantine, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

This listening service is not to be confused with the psychotherapeutic work carried out in private practice. In no case, because of the caller's physical absence, can this service replace psychotherapy.

EMERGENCY SUPPLIES

If you no longer have sufficient usable personal belongings at your disposal due to quarantine or hospitalisation as a result of an epidemic or pandemic, we will pay for your basic necessities up to the amount shown in the Table of Benefits, upon presentation of proof.

HOME HELP

If, following your repatriation by us as the result of an illness linked to an epidemic or pandemic, you cannot carry out the usual household tasks yourself, we will search for, appoint and pay for a household helper, within the limit indicated in the Table of Benefits.

SHOPPING DELIVERY

If, following your repatriation by us as the result of an illness linked to an epidemic or pandemic, you are unable to travel outside your home, we will organise and pay for the cost of delivery of your groceries within the limit set out in the Table of Benefits, subject to local availability.

PSYCHOLOGICAL SUPPORT FOLLOWING REPATRIATION

In the event of significant trauma after an event linked to an epidemic or pandemic, we can, at your request, arrange telephone support from a psychologist on your return home after repatriation organised by us, within the limit indicated in the Table of Benefits. These interviews are completely confidential.

This listening service is not to be confused with the psychotherapeutic work carried out in private practice. In no case, because of the caller's physical absence, can this service replace psychotherapy.

CLAUSE 4 – PERSONAL ASSISTANCE EXCLUSIONS

The following are not covered:

- ◆ Travel undertaken for the purpose of diagnosis and/or treatment;
- ◆ Medical and hospitalisation expenses in your home country except for "Extension of cover in the home country",
- ◆ Intoxication, suicide or attempted suicide and the consequences thereof;
- ◆ Any voluntary mutilation of the Insured,
- ◆ Minor illnesses or injuries that can be treated on the spot and/or that do not prevent the Insured from continuing his/her journey,
- ◆ Convalescence and illnesses under treatment, not yet stabilised and involving a risk of sudden worsening;
- ◆ Pre-existing illnesses involving hospitalisation in the six months preceding the date of departure for the trip;
- ◆ Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental;
- ◆ The cost of prostheses: optical, dental, acoustic, functional, etc.;

- ◆ The consequences of situations involving the risk of infection in an epidemic, which are subject to quarantine or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the cover;
- ◆ The costs of spa treatments, beauty treatments, vaccinations, and costs arising therefrom;
- ◆ Stays in a rest home and costs arising therefrom,
- ◆ Rehabilitation, physiotherapy, chiropractic treatment, and costs arising therefrom;
- ◆ Planned hospitalisations.

CLAUSE 5 – GENERAL EXCLUSIONS

The following are not covered:

- ◆ Services which have not been requested during the trip or which have not been organised by us or in agreement with us are not eligible for reimbursement or compensation after the event;
- ◆ Dining and hotel expenses except those specified in the description of benefits;
- ◆ Damage caused intentionally by the Insured and that resulting from his/her participation in a crime, misdemeanour or brawl, except in self-defence;
- ◆ Amounts due in fines/penalties and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ The state of drunkenness;
- ◆ Customs duties;
- ◆ Participation as a competitor in a competitive sport or rally leading to a national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for such competitions;
- ◆ The practice of any sport in a professional capacity;
- ◆ Participation in competitions or endurance or speed events and their preparatory stages, on board any land, water, or air vehicle;
- ◆ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sport;
- ◆ Expenses incurred after the return from the trip or the expiry of the policy;
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the type of motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking;
- ◆ Wilful non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities;
- ◆ Official prohibitions, seizures, or restrictions imposed by the public authorities;
- ◆ The use by the Insured of aerial navigation equipment;
- ◆ The use of war devices, explosives, and firearms;
- ◆ Damage resulting from intentional or fraudulent misconduct on the part of the Insured in accordance with Article L.113-1 of the French Insurance Code;
- ◆ Suicide or attempted suicide;
- ◆ Epidemics and pandemics, unless otherwise stipulated in the policy;
- ◆ Civil or foreign wars, riots, strikes, public unrest, acts of terrorism, hostage taking;
- ◆ Radioactive decay or any irradiation from a radioactive energy source;

MUTUAIDE ASSISTANCE cannot be held responsible for failures or delays in the execution of its obligations resulting from events of force majeure, or events such as civil or foreign war, riots or public unrest, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or

other natural disasters, radioactive decay, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseen event or event of force majeure, as well as their consequences.

CLAUSE 6 – HOW TO ACCESS ASSISTANCE SERVICES

The assistance benefits can be triggered only after a telephone call from the Policy Holder at the time of the event.

As soon as the call is received, MUTUAIDE ASSISTANCE, after checking the entitlements of the caller, will organise and pay for the services provided for under this policy.

In order to provide a service, MUTUAIDE ASSISTANCE may ask the Insured to justify his/her status and to produce, at his/her own expense, the documents proving this entitlement.

The Policy Holder must allow our doctors access to all medical information concerning the person for whom we are intervening. This information will be treated in accordance with full medical confidentiality.

MUTUAIDE ASSISTANCE can in no way replace the local emergency services and shall only intervene within the limits of the agreements given by the local authorities, nor can it pay for the costs thus incurred, with the exception of the cost of transport by ambulance or taxi to the nearest place where appropriate care can be given, in the case of a minor illness or slight injury requiring neither repatriation nor medical transport.

Any services or interventions by MUTUAIDE ASSISTANCE will comply fully with national and international laws and regulations. As such, the necessary authorisations from the competent authorities must be obtained.

When MUTUAIDE ASSISTANCE bears the cost of transport for an Insured Party, the said party must return the unused return ticket initially booked.

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

CLAUSE 7 – TERMS AND CONDITIONS FOR REIMBURSEMENT

We will only reimburse monies to the Insured on presentation of original receipted invoices for expenses incurred with our agreement.

Requests for reimbursement should be addressed to:

MUTUAIDE ASSISTANCE
Service Gestion des Sinistres (Claims Management Department)
126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX

CLAUSE 8 – CLAIMS PROCESSING

1. If you disagree or are dissatisfied with the execution of your policy, please contact MUTUAIDE by phone on 01.55.98.57.54 or in writing to voyage@mutuaide.fr for the **Assistance benefits** listed below:

- ✓ Advance of funds
- ✓ Key replacement costs
- ✓ Repatriation and medical transport
- ✓ Medical Expenses: Advance of Costs/Hospitalisation
- ✓ Visit by a relative
- ✓ Early return home
- ✓ Legal assistance abroad
- ✓ Search and rescue costs
- ✓ Sending medicines abroad
- ✓ Sending urgent messages
- ✓ Repatriation of a body
- ✓ Funeral expenses required for transport
- ✓ Death formalities
- ✓ Telephone consultation
- ✓ Impossibility of return home
- ✓ Hotel expenses as a result of quarantine requirements
- ✓ Payment for a local flat rate telephone service
- ✓ Psychological support if required to quarantine
- ✓ Emergency supplies
- ✓ Home help
- ✓ Shopping delivery
- ✓ Psychological support following repatriation

If you disagree or are dissatisfied with the response, you may write to:

MUTUAIDE
SERVICE QUALITE CLIENTS (Customer Quality Department)
126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within two months at the latest.

If the dispute is not resolved, you may write to the Insurance Ombudsman at:

La Médiation de l'Assurance (Insurance Ombudsman)
TSA 50110
75441 Paris Cedex 09

2. If you disagree or are dissatisfied with the execution of your policy, please contact AVI INTERNATIONAL by email at claims@avi-international.com for the **Insurance benefits** listed below:

- ✓ Travel delay
- ✓ Theft, destruction, loss of luggage, delayed delivery of luggage;
- ✓ Medical Expenses: Reimbursement of consultation/outpatient fees
- ✓ Personal accident.
- ✓ Au Pair Benefits
 - Transfer of the Insured Au Pair
 - Premature return of the Insured Au Pair
- ✓ "Host Family" Benefits
 - Cancellation or interruption of the Au Pair programme by the Insured

If you disagree or are dissatisfied with the response, you may write to:

MUTUAIDE

SERVICE QUALITE CLIENTS (Customer Quality Department)
126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX

MUTUAIDE undertakes to acknowledge receipt of your letter within 10 working days. It will be processed within two months at the latest.

If the dispute is not resolved, you may write to the Insurance Ombudsman at:

La Médiation de l'Assurance (Insurance Ombudsman)
TSA 50110
75441 Paris Cedex 09

3. In the event of difficulty in accessing Personal Liability while Abroad benefits, the Policyholder may consult the Broker through which the policy was taken out.

If the response is not satisfactory, the Policyholder may address their complaint to the "Complaints" department at Groupe Special Lines:

- By post: **Group Special Lines – Claims Department – 6-8 rue Jean Jaurès – 92800 PUTEAUX**

- By email: reclamations@groupecspeciallines.fr

If the response to the complaint remains unsatisfactory, the Policyholder may contact the "Complaints" department at Groupama Rhône-Alpes Auvergne:

- By post:
Groupama Rhône-Alpes Auvergne
Service Consommateurs (Consumer Services)
TSA 70019 – 69252 LYON CEDEX 09

- By email: Service-consommateurs@groupama-ra.com

Finally, if there is still a disagreement relating to the position or the proposed solution, the Policyholder may refer the matter to the Médiation de l'Assurance (Insurance Ombudsman):

- By post:
Médiation de l'Assurance (Insurance Ombudsman)
TSA 50110
75441 PARIS CEDEX 09

- On the website www.mediation-assurance.org

CLAUSE 9 – DATA COLLECTION

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

- the answers to the questions asked are required and that in the event of false declarations or omissions, the consequences for the Insured may be the nullification of the policy (Article L.113-8 of the French Insurance Code) or a reduction of the compensation paid (Article L.113-9 of the French Insurance Code).

- The processing of personal data is necessary for the subscription and execution of their policy and benefits, for the management of commercial and contractual relationships, or for the execution of legal, regulatory, or administrative provisions in force.
- The data collected and processed shall be stored for the periods required for the execution of the policy or as required by law. These data shall then be archived for the applicable legal limitation periods.
- The recipients of the data relating to the Policy Holder are, within the limits of their responsibilities, the Insurer's departments in charge of the conclusion, management, and execution of the insurance policy and cover, and its delegates, agents, partners, subcontractors and reinsurers within the framework of the exercise of their functions.

The data may also be sent, if necessary, to professional bodies and to any persons involved in the policy such as lawyers, experts, court officers and ministerial officers, curators, guardians and investigators.

Information concerning the Policy Holder may also be sent to the Policy Holder, as well as to all persons empowered as Authorised Third Parties (courts, arbitrators, ombudsmen, relevant ministries, supervisory and control authorities and all public bodies authorised to receive the information, as well as to the inspection and audit services such as statutory auditors, inspectors and internal control departments).

- In its capacity as a financial organisation, the Insurer is subject to the legal obligations arising principally from the French Monetary and Financial Code with regard to the prevention of money laundering and terrorist financing and, in this respect, it follows a process for monitoring policies which may result in a report of suspicious transactions or in freezing of assets.

Data and documents relating to the Policy Holder are held for a period of five (5) years from the expiry of the policy or the termination of the relationship.

- The Policy Holder's personal data may also be used in the context of processing to combat insurance fraud, which may lead, if necessary, to registration on a list of persons presenting a risk of fraud.

This may mean that examination of the file takes longer or may result in the reduction or refusal of an entitlement, a benefit, a policy or a service offered.

As such, personal data relating to the Insured (or persons party to or affected by the policy) may be processed by any authorised persons working within the entities of the Insurer's Group in the context of the fight against fraud. These data may also be intended for the authorised personnel of organisations directly concerned by a fraud (other insurance organisations or intermediaries; judicial authorities, ombudsmen, arbitrators, court officers, ministerial officers; third-party bodies authorised by a legal provision and, where applicable, the victims of fraudulent acts or their representatives).

In the event of a fraud alert, the data shall be held for a maximum of six (6) months to qualify the alert then deleted, unless the alert proves to be valid. If the alert is valid, the data shall be held for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the expiry of the applicable legal limitation periods

For persons registered on a list of suspected fraud offenders, the data concerning them shall be deleted after a period of five (5) years from the date of their registration on this list.

- In its capacity as an insurance company, the Insurer is entitled to process data relating to offences, convictions, and security measures either at the time of taking out the contract, or during its execution or within the framework of managing disputes.
- Personal data may also be used by the Insurer in the context of processing carried out by the Insurer for the purposes of research and development to improve the quality or relevance of its future insurance products and/or assistance and service offerings.
- The Insured's personal data may be made available to some of the Insurer's employees or service providers located outside European Union countries.
- The Insured has the right to access, modify and delete his/her personal data or oppose the processing of his/her data, by providing proof of identity. They also have the right to ask to limit the use of their data when they are no

longer needed or to recover in a structured format the data they have provided when these data are necessary for the policy or when they have consented to the use of the data.

They have the right to define instructions for the handling of their personal data after their death. These instructions, whether general or specific, concern the retention, deletion and communication of their data after their death.

These rights may be exercised with the Insurer's Representative Data Protection Officer:

- by e-mail, to DRPO@MUTUAIDE.fr
- or
- in writing, to the following address: Representative Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX.

If a request submitted to the Representative Data Protection Officer is not satisfactorily dealt with, the Insured may refer the matter to the French Data Protection Authority (CNIL – Commission Nationale de l'Informatique et des Libertés).

CLAUSE 10 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated its intervention. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Beneficiary against this company or institution.

CLAUSE 11 – PERIOD OF LIMITATION

Pursuant to Article L.114-1 of the French Insurance Code, any action deriving from this policy is time-barred after two years from the event that gave rise to it. This period is extended to ten years for death benefits, with action brought by the beneficiaries being time-barred at the latest thirty years after this event.

However, this period only runs:

- in the case of concealment, omission, false or inaccurate statement on the risk incurred, from the day the Insurer became aware thereof;
- in the event of a claim, only from the day when the affected parties became aware of it, if they can prove that they were unaware of it until then.

When the Policy Holder's action brought against the Insurer is based on recourse by a third party, this period of limitation shall run only from the day on which this third party took legal action against the Policy Holder or was compensated by the latter.

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

- recognition by the obligor of the right of the person against whom he/she could claim inaction within the time limit (Article 2240 of the French Civil Code);
- the bringing of a legal claim, including in summary proceedings, up until the termination of the proceedings. The same applies where the action is brought before a court which lacks jurisdiction or where the act of bringing the action before the court is annulled as a result of a breach of procedure (Articles 2241 and 2242 of

the French Civil Code). The interruption is null and void if the plaintiff withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);

- In the case of a protective measure in accordance with the French Code of Civil Procedure or an act of forced execution (Article 2244 of the French Civil Code).

It is recalled that:

Interpellation made to one of the joint and several obligors by a legal demand or by an act of forced execution or the recognition by the obligor of the right of the one against whom they could claim inaction within the time limit interrupts the period of limitation against all others, even against their heirs.

However, interpellation made to one of the heirs of a joint and several obligor or the acknowledgement of this heir does not interrupt the period of limitation with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or acknowledgement interrupts the period of limitation with respect to the other co-obligors, only for the share for which this heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to summon all the heirs of the deceased debtor or to acknowledge all these heirs (Article 2245 of the *Code civil* (French Civil Code)).

The interpellation of the principal obligor or their acknowledgement interrupts the period of limitation against the guarantor (Article 2246 of the French Civil Code).

The limitation period can also be interrupted by:

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

CLAUSE 12 – SETTLEMENT OF DISPUTES

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

CLAUSE 13 – FALSE DECLARATIONS

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

- **Any concealment or intentionally false declaration on your part shall render the policy null and void. The premiums paid shall be retained by us and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113-8 of the French Insurance Code.**
- **Any omission or inaccurate declaration on your part, the bad faith of which is not established, shall lead to the cancellation of the policy 10 days after the notification that will be sent to you by registered letter and/or the application of the reduction of the indemnities under the French Insurance Code as provided for in article L.113-9.**

CLAUSE 14 – SUPERVISORY BODY

The supervisory body for MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel de Résolution (ACPR - French Prudential Supervisory Authority) – 4, place de Budapest – CS 92459 – 75436 Paris Cedex 9.