



# INSURANCE CONTRACT INFORMATION NOTICE N N° 6228 – 3743--- COMFORT CANCELLATION

## HOW TO CONTACT OUR INSURANCE DEPARTMENT

### INSURANCE VALUES - Insurance Service

152 BD HAUSSMANN - 75008 PARIS From Monday to Friday 9 a.m. to 6 p.m.

- by phone from France 01 56 02 04 45

(Communication not surcharged, cost according to operator, call susceptible to recording)

- by telephone from abroad: 331 56 02 04 45 preceded by the local code for access to the international network

(Communication not surcharged, cost according to operator, call susceptible to recording)

- by e-mail: [values-assurances@hotmail.com](mailto:values-assurances@hotmail.com)

Remember to collect the following information that will be requested during your call:

- The number of your contract,
- Your first and last name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

During the first call, an insurance file number will be communicated to you. Call it back systematically, during all subsequent relations with our Insurance Department.

## ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA with capital of € 12,558,240 - Company governed by the Insurance Code - Subject to the control of the Prudential Resolution Control Authority - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny -VAT FR 31 383 974 086.

#### Serious bodily injury

Sudden deterioration in health resulting from the sudden action of an unintentional external cause on the part of the victim noted by a competent medical authority leading to the issuance of a prescription for medication for the benefit of the patient and involving the cessation of any professional or other activity.

#### Attack

Any act of violence, constituting a criminal or unlawful attack against persons and / or property in the country in which you are staying, intended to seriously disturb public order through intimidation and terror and which is the subject of media coverage.

This "attack" will have to be recorded 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 one and the same coordinated action, this event will be considered as one and the same event.

#### Beneficiary

Individual or group duly insured under this contract and hereinafter referred to as "you".

#### Injury

Sudden deterioration in health resulting from the sudden action of an unintentional external cause on the part of the victim observed by a competent medical authority

#### Natural disaster

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

#### COM

By COM, we mean the Overseas Collectivities, namely French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

#### Guaranteed travel

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

#### Home

The main and usual place of residence in France, in the French overseas departments and territories and sui generis communities or in Europe is considered as domicile. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis communities

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

DROM

By DROM, we mean the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion Island and Mayotte.

Duration of guarantees

- The "Cancellation" guarantee takes effect on the day of your subscription to the insurance contract and expires on the day of

your camping trip

- The validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the campsite, with a maximum duration of 90 consecutive days.

European Economic Area (E.E.E)

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

Foreign

Country tour outside your home country.

Europe

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

Guaranteed insurance events

Depending on the products subscribed:

☑ Cancellation

☑ Interruption of stay

Performance of services

The services guaranteed by this agreement can only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenditure made by authority by the Beneficiaries may be reimbursed by MUTUAIDE ASSISTANCE.

## Franchise

Part of the claim to be borne by the Beneficiary provided for in the contract in the event of compensation following a sinister. The deductible can be expressed in amount, in percentage, in day, in hour, or in kilometer.

## Group

All participants listed on the same stay registration form.

Long-haul: By "Long-haul", we mean trips to countries not listed in the definition of "Medium-haul".

## Disease

Sudden and unforeseeable deterioration in health noted by a competent medical authority.

## 1 / CANCELLATION

### CANCELLATION FOR MEDICAL REASONS

The warranty is granted to you for the reasons and circumstances listed below to the exclusion of all others, within the limit indicated in the Table of Guarantees:

- Serious illness, serious bodily injury or death, including the consequences, sequelae, complications or worsening of an illness or accident, noted before taking out your stay of:

yourself, your spouse or common-law partner, your ascendants or descendants (any degree), your tutor or any person usually living under your roof,

your brothers and sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,

your professional replacement designated at the time of subscription,

the person designated during the subscription of this contract, responsible during your stay, to look after or accompany on vacation, your minor children, or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

- Pregnancy complications up to the 28th week.

and which entail the absolute cessation of any professional or other activity and subject to the

at the time of departure, you are not more than 6 months pregnant or,

if the very nature of the stay is incompatible with the state of pregnancy, provided that you are not aware of your condition at the time of registration.

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

## CANCELLATION ALL CAUSES

The guarantee is granted to you for the reasons and circumstances listed below, to the exclusion of all others, within the limit indicated in the Table of Guarantees:

- Serious material damage requiring your presence on the scheduled departure day to take the necessary protective measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.
  - Theft from private or professional premises, imperatively requiring your presence on the day of departure, at provided it has occurred within 48 hours of going camping.
  - Your convocation for an organ transplant, on a date during the planned stay, and provided that the convocation was not known at the time of signing the Contract.
  - A vaccination contraindication, following vaccination, or a medical impossibility to follow a preventive treatment necessary for the destination chosen for your stay.
  - Serious damage to your vehicle occurring in the 48 hours prior to departure, and insofar as it can no longer be used to get to the place of stay / your point of departure.
  - An accident or breakdown of your means of transport occurring during your pre-shipment, resulting in a delay of more than two hours, will cause you to miss the stay reserved for your departure, provided that you have made your arrangements to arrive at the airport. at least 2 hours before the boarding deadline.
- 
- Your economic dismissal or that of your de facto or de facto spouse, provided that the procedure was not initiated on the day of signing this Contract and / or that you were not aware of the date of termination. event when the contract is taken out.
  - Obtaining a salaried job or a paid internship, taking effect before or during the dates planned for your stay, while you were registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or of a mission provided by a temporary employment company.
  - Your summons that is imperative, unforeseeable and cannot be postponed by an administration to a date during the planned stay, and provided that the summons was not known at the time of signing the Contract.
  - Your invitation, on a date during the duration of your stay for a resit university exam, provided that the exam failure was not known at the time of taking out this Contract.
  - The refusal of a tourist visa by the authorities of the country chosen for your stay, provided that you have not submitted any request that would have been refused by these authorities during a previous stay, that your procedures have enabled them to take a position before your stay, and subject to compliance with the constraints required by the administrative authorities of that country.
  - Your professional transfer, non-disciplinary, imposed by your employer, requiring you to move during the duration of your insured stay or within • The deletion or modification of the date of your paid vacation by your employer. This guarantee is granted to salaried employees, to the exclusion of members of a liberal profession, managers, legal representatives of companies, self-employed workers, craftsmen and intermittent

entertainment workers. This leave, corresponding to an acquired right, must have been the subject of a prior written agreement from the employer before taking out the Contract 20% of the amount of cancellation fees with a minimum of € 50

- Your summons for the adoption of a child for the duration of your insured stay, and provided that the summons was not known at the time of taking out the Contract,
- Cancellation for the separation of a married couple, pacsé or living in notorious cohabitation, this guarantee is acquired only on the presentation of legal and administrative documents proving the real nature of the separation or of the common life in the event of concubinage (procedure of divorce, breach of the PACS contract, all documents attesting to the couple's common life, EDF GDF, TELECOM invoices, joint bank accounts, joint declaration, etc.).
- The theft, in the 48 hours preceding your departure, of your identity papers (passport, identity card) essential to the border crossing (s) planned during your stay, subject to a declaration of theft. was carried out, upon knowledge of the theft, with the nearest police authorities.
- Cancellation for a guaranteed reason of one or more persons registered at the same time as you (Maximum 09) and insured under this contract. If you wish to travel alone, additional costs are taken into account, without our reimbursement being able to exceed the amount due in the event of cancellation on the date of the event.
- Name change fees billed by the service provider, if for a guaranteed event you prefer to be replaced by another person rather than cancel your stay. Our refund will not exceed the amount due in the event of cancellation on the date of the name change.
- A riot, an attack or an act of terrorism occurring abroad, in the city or cities of destination of your stay The cover is acquired in the event of a riot, an attack or an act of terrorism, when at least 2 of the 3 following conditions are met:
  - The event resulted in material and bodily injury in the city or cities of your stay,
  - The French Ministry of Foreign Affairs strongly advises against travel to the destination city or cities of your stay,
- The date of your departure is scheduled for less than 30 days after the event and no event of the same nature has occurred in the country concerned in the thirty days preceding the subscription of the contract, this one having to occur after the subscription of the contract. .

In all cases of cancellation of stay, compensation will be paid to you after deduction of a specific deductible indicated in the Table of Guarantees. This deductible also applies to persons registered at the same time as you and insured under this Contract 20% of the amount of cancellation fees with a minimum of € 50

#### CANCELLATION ALL EXCEPT

The guarantee is also granted to you, within the limit indicated in the Table of Guarantees, for any other random event, whatever it is, constituting an immediate, real and serious obstacle, preventing your departure and / or the exercise of the activities planned during your stay. By random event, we mean any sudden, unforeseeable circumstance beyond the control of the insured justifying the cancellation of the stay. The random event must have a direct causal link with the inability to leave.

## THE AMOUNT OF THE GUARANTEE

The compensation paid in application of this Contract may in no case exceed the price of the stay declared at the time of the subscription of this Contract and within the limits provided for in the Table of Benefits.

We will refund you the amount of the cancellation fees invoiced according to the conditions of the cancellation scale

listed in the general conditions of the campsite.

The application fees of less than 50 euros, tips, visa as well as the premium paid in consideration for the subscription of this contract are not refundable.

## WHEN YOU HAVE TO REPORT THE CLAIM?

two step

1 / From the first manifestation of the disease or as soon as you become aware of the event giving rise to the guarantee, you must IMMEDIATELY notify your campsite.

**If you later cancel the stay at your campsite, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, in accordance with the cancellation scale appearing in the special conditions of sale of the campsite**

**2 / On the other hand, you must report the claim to VALEURS ASSURANCES - 152 bd Haussmann - 75008 PARIS, within five working days following the event giving rise to the guarantee.**

## **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?**

### **Your written claim must be accompanied**

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

You must communicate to VALEURS ASSURANCES - 152 bd Haussmann –75008 PARIS, the documents and medical information necessary for the processing of your file, using the pre-printed “Medical Service”

envelope, which we will send to you upon receipt of the claim declaration, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must have them communicated by your attending physician and send them by means of the pre-printed envelope referred to above, to VALEURS ASSURANCES - 48, rue de la Bruyères - 75009 PARIS . You must also send any information or documents that will be requested to justify the reason for your cancellation, and in particular:

- ☐ all photocopies of prescriptions prescribing drugs, analyzes or examinations as well as all documents justifying their issuance or execution, and in particular the sickness sheets including, for the prescribed drugs, a copy of the corresponding labels.
- ☐ statements from Social Security or any other similar body, relating to the reimbursement of processing costs and the payment of daily allowances,
- ☐ the original of the receipted invoice for the debit that you must be required to pay to the Campsite
- ☐ or that the latter keeps,
- ☐ the number of your insurance contract,
- ☐ the registration form issued by the campsite,
- ☐ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, where applicable, witnesses,
- ☐ and any other necessary document.

In addition, it is expressly agreed that you accept in advance the principle of a check on the part of our medical consultant. Therefore, if you object to it without a legitimate reason, you will lose your warranty rights.

#### WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving linked to the physical organization of the accommodation or security conditions of the destination.

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

- An event, illness or accident having been the subject of a first observation, a relapse, an aggravation or a hospitalization between the date of purchase of the stay and the date of subscription of the contract.  
'insurance,
- Any circumstance affecting only the simple approval,
- Pregnancy including its complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- Forgetting to vaccinate,
- Default of any kind, including financial, of the carrier making it impossible to perform



of its contractual obligations,

- The lack or excess of snow,
- Any medical event whose diagnosis, symptoms or the cause thereof are of a psychic, psychological or psychiatric nature, and which has not resulted in hospitalization for more than 3 days following the subscription of this Contract
- Pollution, the local health situation, natural disasters subject to the procedure referred to in Law No. 82.600 of July 13, 1982 as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Any other event occurring between the date of subscription to the insurance contract and the date of departure of your stay
- Any event occurring between the date of subscription to the stay and the date of subscription to the contract insurance.
- The absence of hazard,
- An intentional and / or reprehensible act by law, the consequences of alcoholic states and drug consumption, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- From the simple fact that the geographical destination of the stay is not recommended by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event for which the responsibility could fall to the campsite in application of the Tourism Code in force,
- The non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination record except in the event of theft, within 48 hours before departure , passport or identity card.

## 2 / COSTS OF INTERRUPTION OF STAY

Following your medical repatriation organized by the care of MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you as well as the members of your family members or a member under this contract accompanying you, the costs of stays already paid for and not used (transport not included) pro rata temporis, from the night following the event leading to medical repatriation or hospitalization on site.

Likewise if a member of your family who is not participating in the stay has a serious illness, a serious bodily accident or death, and therefore you must interrupt your stay and we proceed to your repatriation, we will reimburse you and the members of your family members or a person accompanying you, pro rata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of return anticipated.

We also intervene in the event of theft, serious damage from fire, explosion, water damage, or damage caused by the forces of nature to your professional or private premises, and imperatively involving your presence to take the necessary protective measures, we We will reimburse, as well as members of your family members or

a person accompanying you, pro rata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of the early return.

This guarantee cannot be combined with the "Compensation Stay" guarantee. WHAT WE EXCLUDE

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

- Reimbursement requests from the transport ticket office,
- Requests for reimbursement of services not listed on the stay registration form and therefore not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- Interruptions to the stay, the generating event of which was known before the departure of the stay.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to VALEURS ASSURANCES - 152 bd Haussmann - 75008 PARIS, within five working days of becoming aware of it, except in fortuitous circumstances or force majeure. After this period, if we suffer damage as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for the constitution of the file and thus prove the merits and the amount of the claim.

In all cases, you will need to provide:

- the originals of the detailed invoices from the tour operator showing the land and transport services,
- The stay registration invoice or the registration form of the agency,
- Attestation or proof from the Assistance Provider confirming the date of repatriation or early return and its reason,
- Any other document that we deem necessary for the investigation of the case.

Without communicating the medical information necessary for the investigation to our medical officer, the case cannot be settled.

- Any other document that we deem necessary for the investigation of the case.

Without communicating the medical information necessary for the investigation to our medical officer, the

case cannot be settled.

### **ARTICLE 3 - GENERAL EXCLUSIONS**

Do not give rise to our intervention:

- Services which were not requested during the stay or which were not organized by us, or in agreement with us, do not give the right, a posteriori, to reimbursement or compensation,
- Catering costs, hotel, except those specified in the guarantee text,
- Damage intentionally caused by the Beneficiary and those resulting from his participation in a crime, an offense or a brawl, except in the case of legitimate defense,
- The amount of the convictions and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic impregnation,
- Customs fees,
- Participation as a competitor in a competitive sport or in a rally giving the right to a national or international ranking which is organized by a sports federation for which a license is issued as well as training for these competitions,
- The practice, in a professional capacity, of any sport,
- Participation in competitions or endurance or speed events and their trials preparatory training, on board any land, nautical or aerial locomotion vehicle,
- The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- Costs incurred after the return of the stay or the expiration of the guarantee,
- Accidents resulting from your participation, even as an amateur, in the following sports: mechanical sports (regardless of the motor vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- Voluntary non-compliance with the regulations of the country visited or the practice of activities not authorized by local authorities,
- Official prohibitions, seizures or restraints by the public force,
- Use by the Beneficiary of air navigation devices,
- The use of war devices, explosives and firearms,
- Damages resulting from willful or willful misconduct by the Beneficiary in accordance with Article L.113-1 of the Insurance Code,
- Suicide and attempted suicide,
- Epidemics and pandemics, pollution, natural disasters,

- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, taking hostage,

- The disintegration of the atomic nucleus or any irradiation from an energy source having a radioactivity character.

The responsibility of MUTUAIDE ASSISTANCE can in no case be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular movements, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

#### **ARTICLE 4 - PROCESSING OF COMPLAINTS**

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to make it known to VALEURS ASSURANCES by calling 03.20.35.94.66 or by writing to [values-assurances@hotmail.com](mailto:values-assurances@hotmail.com) for guarantees Insurance listed below:

☐ Cancellation

☐ Interruption of stay costs

If you are not satisfied with the answer you get, you can send a letter to:

MUTUAID

TSA Insurance Service 20296

94368 Bry sur Marne Cedex

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

If the disagreement persists, you can contact the Insurance Mediation by mail at:

Insurance Mediation

TSA 50110

75441 Paris Cedex 09

#### **ARTICLE 5 - DATA COLLECTION**

The Beneficiary acknowledges being informed that the Insurer is processing his 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 compulsory and that in the event of false declarations or omissions, the consequences for him may be the invalidity of the subscription to the contract (article L 113-8 of the Insurance Code) or the reduction compensation (article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the adhesion and execution of its contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time necessary for the performance of the contract or the legal obligation. These data are then archived in accordance with the periods provided for by the provisions relating to limitation.
- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of the signing, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors, reinsurers in the performance of their duties.

They can also be transmitted, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, curators, tutors, investigators.

Information concerning him may also be transmitted to the Subscriber, as well as to all persons authorized as Authorized Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorized to receive them as well as departments in charge of control such as statutory auditors, auditors as well as departments in charge of internal control).

- As a financial body, the Insurer is subject to legal obligations resulting mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it puts in implements contract monitoring processing that may result in the drafting of a suspicious transaction report or an asset freeze measure.

The data and documents concerning the Beneficiary are kept for a period of five (5) years from the end of the contract or the termination of the relationship.

- Their 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 people at risk of fraud.

This registration may have the effect of extending the study of his file, or even reducing or denying the benefit of a right, a service, a contract or service offered.

In this context, personal data concerning him (or concerning the persons parties or interested in the contract may be processed by any authorized persons intervening within the entities of the Insurer Group in the context of the fight against fraud. These data may also be intended for to authorized personnel of bodies directly concerned by fraud (other insurance bodies or intermediaries; judicial authorities, mediators, arbitrators, court officials, ministerial officers; third-party bodies authorized by a legal provision and, where applicable, victims of acts of fraud or their representatives).

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

For people registered on a list of suspected fraudsters, their data is deleted

after the period of 5 years from the date of registration on this list

- In his capacity as Insurer, he is entitled to process data relating to offenses, convictions and security measures either when the contract is taken out, or during its execution or as part of the management of disputes. .
- Personal data may also be used by the Insurer in the context of processing it implements and whose purpose is research and development to improve the quality or relevance of its future insurance products and / or assistance and service offers.
- The personal data concerning him may be accessible to some of the employees or service providers

of the Insurer established in countries outside the European Union.

- The Beneficiary has, by proving his identity, a right of access, rectification, deletion and opposition to the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover in a structured format the data that he has provided when these are necessary for the contract or when he has consented. to the use of this data.

He has the right to define guidelines for the fate of his personal data after his death. These guidelines, general or specific, concern the storage, erasure and communication of his data after his death.

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

- by email: to the address DRPO@MUTUAIDE.fr

or

- by mail: by writing to the following address: Data protection officer -

MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

After making a request to the Data Protection Officer and not having

obtained satisfaction, he has the possibility of seizing the CNIL (National Commission of Computing and Freedoms).

#### **ARTICLE 6 – SUBROGATION**

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

#### **ARTICLE 7 – PRESCRIPTION**

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this contract is prescribed by two years from the event giving rise to it. This period is extended to ten years for death guarantees, the shares of beneficiaries being prescribed no later than thirty years from this event.

However, this period does not run:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, only from the day the Insurer

had knowledge of it;

- in the event of a claim, only from the day on which the parties became aware of it, if they prove that they were unaware of it

until there.

When the action of the Insured against the Insurer is caused by the recourse of a third party, this limitation period does not run

only from the day on which this third party took legal action against the Insured or was indemnified by the latter.

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

- recognition by the debtor of the right of the one against whom he prescribed (article 2240 of the Civil Code);
- legal action, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before an incompetent court or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the applicant withdraws his request or allows the proceedings to expire, or if his request is definitively rejected (article 2243 of the Civil Code);
- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act execution (article 2244 of the Civil Code).

It is recalled that:

The arrest made to one of the joint and several debtors by a legal action or by an act of compulsory execution or the recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period against all the others, even against their heirs.

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

To interrupt the limitation period for the whole, with regard to the other co-debtors, it is necessary to arrest all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The arrest made to the principal debtor or its recognition interrupts the limitation period against the surety (article 2246 of the Civil Code).

The limitation period can also be interrupted by:

- the appointment of an expert following a claim;
- sending a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer regarding the settlement of claims compensation).

## **ARTICLE 8 - SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Beneficiary relating to the setting and payment of benefits will be submitted by the most diligent party, in the absence of an amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions provided for in article R 114-1 of the Insurance Code

#### **ARTICLE 9 - FALSE DECLARATIONS**

When they change the subject of the risk or reduce our opinion:

- Any reluctance or intentionally false declaration on your part will void the contract. The premiums paid remain vested in us and we will be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.
- Any omission or inaccurate declaration on your part whose bad faith is not established results in the termination of the contract 10 days after the notification which will be sent to you by registered letter and / or the application of the reduction in indemnities of the Insurance Code. as provided for in article L 113.9.

#### **ARTICLE 10 - SUPERVISORY AUTHORITY**

The authority responsible for monitoring MUTUAIDE ASSISTANCE is the Prudential Control and Resolution Authority

(ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.