

**AVA TOURISM CONTRACT No.
7691 "AVANTAGES 360"**

INFORMATION NOTICE

**AVA MULTI-RISK ASSISTANCE No. 7691
"AVANTAGES 360"**

**AVA TOURISM CONTRACT No.
7691 "AVANTAGES 360"**

INFORMATION NOTICE ON MULTI-RISKS CONTRACT NO. 7691

HOW TO CONTACT OUR MUTUAIDE ASSISTANCE SERVICE

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

- **by phone from France: 01.55.98.58.55**
(Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1.55.98.58.55 preceded by the local access code for international calls**
(Call not surcharged, cost according to operator, call may be recorded)
- **by fax: 01.45.16.63.92**
- **by email: voyage@mutuaide.fr**

To permit us to intervene under the best conditions, remember to prepare the following information that will be requested during your call:

- The number of your contract,
- Your last and first names,
- Your home address,
- The country, city or town where you are at the time of the call,
- Specify the exact address (no., street, hotel, etc.),
- The phone number where we can reach you,
- The nature of your problem.

At the time of the first call, an assistance case number will be provided to you. Provide it each time that you are in contact with our Assistance Service.

FOR REIMBURSEMENT OF YOUR MEDICAL EXPENSES (EXCLUDING HOSPITALIZATION)

AVA

25 Rue de Maubeuge – 75009 PARIS
Monday through Friday from 9:00 am to
5:00 pm

- **by phone from France: 01.53.20.44.23**
(Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1. 53.20.44.23 preceded by the local access code for international calls**
(Call not surcharged, cost according to operator, call may be recorded)
- **by email: sinistre@ava.fr**

To benefit from the reimbursement of your medical expenses (which did not result in hospitalization), you will have to provide the AVA management service with the following documents:

- The number of your contract,
- RIB (for the 1st reimbursement request)
- Original invoices for payment for care received or in digital form,
- Originals of medical prescriptions or in digital form,
- The reimbursement request form.

HOW TO CONTACT OUR INSURANCE SERVICE

**AVA TOURISM CONTRACT No.
7691 "AVANTAGES 360"**

AVA

25 Rue de Maubeuge – 75009 PARIS
Monday through Friday from 9:00 am to
5:00 pm

- **by phone from France: 01.53.20.44.23**
(Call not surcharged, cost according to operator, call may be recorded)
- **by phone from abroad: 33.1. 53.20.44.23 preceded by the local access code for international calls**
(Call not surcharged, cost according to operator, call may be recorded)
- **by email: sinistre@ava.fr**

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

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

At the time of the first call, an insurance case number will be provided to you. Provide it each time that you are in contact with our Insurance Service.

Ver 04-2022

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TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
<p>1 / CANCELLATION</p> <ul style="list-style-type: none"> ✓ Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic (A) ✓ Cancellation in case you are designated as being a contact case in the 14 days preceding departure (A) ✓ Cancellation for refusal of boarding following a temperature check or positive result of a PCR and/or antigenic test on arrival at the departure airport (A) ✓ Cancellation in case of absence of vaccination (A) ✓ Cancellation for all random and unforeseeable causes (A1) ✓ Cancellation of sport or leisure activities (A2) <p>2 / FLIGHT DELAY (B)</p> <p>3 / BAGGAGE (C)</p> <ul style="list-style-type: none"> ✓ Precious objects (C1) ✓ Late delivery (more than 24 hours) (C2) <p>4/ EXPENSES FOR INTERRUPTION OF STAY (D)</p> <ul style="list-style-type: none"> ✓ Reimbursement of land-based services not used on a prorated basis (transport not included) <p>5/ EXPENSES FOR INTERRUPTION OF ACTIVITIES (E)</p> <ul style="list-style-type: none"> ✓ Including following temporary closure of the activity (fire, water damage, natural disaster) <p>6/ DAMAGE TO SPORTS EQUIPMENT (F)</p> <ul style="list-style-type: none"> ✓ Breakage of rented sports equipment including ski equipment <p>7/ REIMBURSEMENT OF SKI PASSES AND/OR SKI LESSONS (G)</p> <ul style="list-style-type: none"> ✓ Reimbursement of ski lift pass following shutdown ✓ Reimbursement of ski lift passes and sport courses following an accident 	<p>(A) 12,000 € per insured and per year Maximum 6,000 € per trip and per insured/ Maximum 12,000 € per event/ per trip. Deductible of 30 €</p> <p>(A1) 12,000 per insured person per year Maximum 6,000 € per trip per insured / Maximum 12,000 € per event / per trip. Deductible 60€ (A2) 1,000 € per year and per insured / Deductible of 10% with a minimum of 30 € insured</p> <p>(B) Set compensation of 150 € per person / 450 € per event</p> <p>(C) 2,000 € per person and per year / maximum of 4,000 € per event (C1) 50% of the guarantee (C2) set amount of 300€ per person and per year / Maximum 600 € per event</p> <p>(D) 6,000 € per trip and per insured / Maximum of 12,000 € per event</p> <p>(E) 1,000 € per year per insured / deductible of 10% with a minimum of 30 € insured</p> <p>(F) 600 € per year and per insured</p> <p>(G) 600 € per year and per insured</p>

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<p>8/ CIVIL LIABILITY IN PRIVATE LIFE ABROAD</p> <ul style="list-style-type: none"> ✓ Bodily harm, property damage and consequential losses (H1) Incl. ✓ Property damage and consecutive consequential losses with a straight deductible of 150 € per claim (H2) ✓ Defence before civil, commercial or administrative courts. Defence of civil interests before the criminal courts (H3) <p>9/ INDIVIDUAL ACCIDENT</p> <ul style="list-style-type: none"> ✓ Accidental death (I1) ✓ Total permanent disability following an accident (I2) <ul style="list-style-type: none"> ✓ Maximum per event (I3) 	<p>(H1) 4,500,000 € per claim (H2)</p> <p>750.000 € per claim</p> <p>(H3) Fees charged to the Insurer, unless the guarantee ceiling in question is exceeded</p> <p>(I1) 15.000 € (I2) 15,000 €, reducible in case of permanent partial disability according to the Social Security scale for Job-related Accidents. Relative deductible: Any accident guaranteed under this contract resulting in partial permanent disability of less than or equal to 10% will not result in payment of any compensation. However, for any disability greater than 10%, no deductible will be applied. (I3) 50.000 €</p>
ASSISTANCE GUARANTEES	CEILING
<p>1 / REPATRIATION ASSISTANCE</p> <ul style="list-style-type: none"> - Tele-consultation before departure (A) - Medical repatriation (including in the event of an epidemic or pandemic) (B) - Repatriation of accompanying persons (C) Repatriation of children under age 18 (D) - Visit of family member/close friend (E) - Return impossible (F) - Extension of stay (G) - Hotel costs following placement into quarantine (H) - Medical expenses outside country of residence following illness, including in case of epidemic or pandemic (I) <ul style="list-style-type: none"> ✓ Deductible (I1) ✓ Dental care (I2) - Sending of medication abroad (J) 	<p>(A) Real expenses (B) Real expenses</p> <p>(C) Ticket for round-trip transport * (D) Ticket for R/T transport* (E) Round-trip transport ticket *+ Hotel expenses 80 € per night / Max 10 nights (F) 1,000 € Max per person and 50,000 € Max per group + Hotel expenses 80 € per night / Max 14 nights (G) Hotel expenses 80 € per night / Max 14 nights (H) Hotel expenses 80 € per night / Max 14 nights (I) 500.000 € per person</p> <p>(I1) 30 € per case (I2) 250 €</p> <p>(J) Expense for shipment</p>

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<ul style="list-style-type: none"> - Repatriation of remains <ul style="list-style-type: none"> ✓ Repatriation of remains (K1) ✓ Funeral expenses necessary for transport (K2) - Early return (L) - Coverage of local telephone plan (M) - Legal Assistance Abroad <ul style="list-style-type: none"> ✓ Advance of bail bond (N1) ✓ Payment of legal fees (N2) - Expenses for search and rescue (O) - Advance of funds (P) - Psychological support following placement into quarantine (Q) - Emergency suitcase (R) <p>2/ ADDITIONAL ASSISTANCE TO PERSONS</p> <ul style="list-style-type: none"> ✓ Housekeeper following repatriation (a) ✓ Delivery of household groceries (b) ✓ Psychological support after repatriation (c) 	<p>(K1) Actual costs (K2) 2,300 € (L) Ticket for round-trip transport * (M) Up to 80 €</p> <p>(N1) 15.300 € (N2) 3.100 € (O) 5,000 € per person (P) 1,500 € (Q) 6 sessions per event</p> <p>(R) 100 € Max per person and 350 € Max per family</p> <p>15 hours spread over 4 weeks (a) 15 days maximum and 1 delivery per week (b) 6 sessions per event (b)</p>
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* by train 1st class or plane economy class

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ARTICLE 1 – DEFINITIONS AND SCOPE OF APPLICATION

Us, 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 regulation by the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT FR 31 383 974 086.

For the Civil Liability in Private Life Abroad and Individual Accident cover, under policy number 35.806.460, the Insurer is TOKIO MARINE EUROPE SA (TOKIO MARINE HCC).

Serious bodily injury

Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the discontinuation of all professional or other activity.

Accident

Any bodily harm, unintentional on the part of the Insured and resulting from the sudden and unforeseeable action of an external cause of which the Insured is the victim.

Leisure Activities

Practice of leisure, cultural or sports activities giving rise to an annual subscription or the purchase of an individual service and proof of payment.

Attack

Any act of violence consisting a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order by intimidation and terror, and which is the subject of media coverage.

This "attack" will have to be recognized 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

Natural person or group duly insured under this contract and hereafter referred to as "you".

For Assistance and Insurance guarantees excluding Civil Liability Private Life abroad and Individual Accidents, these people must reside in France, in the DOM-ROM COM (French overseas departments and territories) or sui generis communities or in Europe.

For the Civil Liability for Private Life Abroad and Individual Accident cover, these persons must be domiciled in Continental France or the Overseas Departments and have enrolled in this policy through a tour operator, travel agency or any organization having tourism certification.

Baggage

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

Injury

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

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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, having caused the abnormal intensity of a natural agent, and recognized as such by the public authorities.

COM

COM refers to the Overseas Collectivities, namely French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthelemy.

Definition of assistance to persons

Assistance to persons includes all the services implemented in the event of illness, injury or death of covered persons during covered travel.

Covered travel

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

Domicile

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

For the Civil Liability in Private Life Abroad and Individual Accident guarantees, the domicile must be located in Mainland France or an Overseas Department.

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

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

Request for enrolment

Document duly completed and signed by the Insured on which appear his last and first names, address, dates of stay, country of destination, guarantee period, the option chosen, if applicable, the date of establishment of this document and the amount of the corresponding insurance contribution.

Only enrolments for which the corresponding insurance contribution has been paid are taken into account by the Insurer in the event of a Claim.

Duration of the guarantees

- The "Cancellation" guarantee takes effect on the day of subscription of the insurance contract and expires on the day of your departure on the trip.
- The duration of validity of the other guarantees corresponds to the dates of stay indicated on the enrolment form, with a maximum duration of 90 consecutive days.

Basic necessities

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

Epidemic

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

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European Economic Area (EEA)

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

Any country outside your home country.

By extension, the COM, for the Insured of French nationality domiciled in mainland France, Corsica or Principality of Monaco

By extension, mainland France for the insured of French nationality domiciled in the COM

Europe

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

Guaranteed assistance events

Illness, accident or death during covered travel.

Guaranteed insurance events

Depending on the products chosen:

- ✓ Cancellation
- ✓ Theft, destruction, lost baggage, delay in baggage delivery,
- ✓ Interruption of stay
- ✓ Interruption of activities
- ✓ Damage to sports equipment
- ✓ Civil Liability in Private Life Abroad
- ✓ Individual Accident

Execution of services

The services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. As a result, no expenditure made under the authority of the Beneficiaries may be reimbursed by MUTUAIDE ASSISTANCE.

Deductible

Portion of the claim left as the responsibility of the Beneficiary provided for in the contract in the event of a claim. The deductible can be expressed as an amount, percentage, in days, hours, or kilometres.

Group

All the participants appearing on the same travel registration form.

Long-haul

"Long-haul" refers to travel to countries not listed in the "Medium-haul" definition.

Illness

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

Serious illness

Sudden and unforeseeable decline in health observed by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

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Sports equipment

Bicycles, windsurfing, ski equipment. etc.

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and insured under the same special conditions, the insurer's cover is, in any event, limited to the maximum amount specified for this cover, regardless of the number of victims. As a result, compensation is reduced and adjusted in proportion to the number of victims.

Family members

Your de facto or common law spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your stepfather, stepmother, brothers, sisters, including the children of the spouse or common law spouse of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

Medium haul

"Medium-haul" refers to trips to Europe and the Maghreb countries.

We organise

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

We cover

We finance the service.

Nullity

Any fraud, falsification, false declaration or false testimony that could implement the guarantees provided for in the agreement, result in nullity of our commitments and forfeiture of the rights specified in said agreement.

Precious objects

Pearls, jewels, watches, worn furs, as well as any sound and/or image reproduction device and their accessories, hunting rifles, fishing equipment, portable computers.

Pandemic

Epidemic which is developing over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

Mediterranean countries

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

Quarantine

Isolation of the person, in the event of suspected illness or proven illness, decided by a local competent authority, in order to avoid a risk of spreading said illness in the context of an epidemic or pandemic.

Claim

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

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Emergency dental care

Expenses incurred for an emergency dental service (which cannot be postponed, as a result of the Insured's pathology) and performed for the following care: dressing, filling, root canal or extraction.

Territoriality

Whole world.

Trip

Travel that one undertakes, usually over a long distance, away from one's usual home.

Private: package, cruise, rental, hotel service, flight only, transport ticket for a trip of more than 200 km from one's Home, booked with a tour operator and whose dates, destination and cost appear on the travel registration form or rental contract.

Professional: on behalf of one's company or on one's own account if the Insured is self-employed. The guarantee for each assignment takes effect from the moment the Insured leaves his place of work or his Home to perform the assignment and ends as soon as he returns, upon the first return to his place of work or his Home.

Tour operator

Person or structure organizing and commercializing travel (Tour Operator)

ARTICLE 2 - DESCRIPTION OF THE INSURANCE GUARANTEES

1/ CANCELLATION

The guarantee is acquired if the contract is subscribed no later than 24 hours after the purchase of the Trip or the day before the 1st of application of the penalties provided for in the cancellation scale of the tour operator.

CANCELLATION FOR MEDICAL REASONS

The cover 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:

• Illness (rendering the trip impossible) or Serious illness (including following an epidemic or pandemic declared within 30 days prior to departure), Accident or Accident involving serious bodily injury or death, including the aftermath, sequelae, complications or aggravation of an illness or accident, observed before registering for the trip or before booking your trip. The date of the first medical consultation will be taken into account for calculation of the reimbursement:

- yourself, your de facto or common law spouse, your ascendants or descendants (any degree), your guardian or anyone who usually lives in your household,
- your brothers, sisters, including the children of the spouse or common law spouse 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 the subscription,
- the person designated when subscribing this contract, responsible during your trip for looking after or accompany on vacation, your children of minor age or the disabled person living under your roof, provided that there is hospitalization of more than 48 hours or death.

• **If you are declared a "contact case" or in the 14 days preceding departure.**

You must provide proof issued by the CPAM or the ARS declaring you a "contact case". In the absence of these supporting documents, no compensation will be possible.

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• **Refusal of boarding following your temperature check** or a positive result of a PCR and/or antigenic test **on your arrival at the departure airport**. (Proof issued by the transport company which refused boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation will be possible).

• **Absence of vaccination against Covid 19**

- ✓ in the event that, at the time of subscribing this contract, the country of destination did not impose a vaccine and, at the time when it requires it, you no longer have time to proceed with the vaccine allowing you travel.
- ✓ contraindication of vaccination or the after-effects of vaccination, or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

Cancellation by one of the people accompanying you (maximum 3 people) registered at the same time as you and insured by this same contract, when cancellation is due to one of the covered causes. If the person wishes 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.

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

CANCELLATION FOR 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 participation in the activities planned during your stay. Random event refers to any sudden, unforeseeable circumstance beyond the control of the Insured which justifies cancellation of the trip. The random event must have a direct causal link to the inability to leave.

Cancellation by one of the people accompanying you (maximum 3 people) registered at the same time as you and insured by this same contract, when cancellation is due to one of the covered causes. If the person wishes 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.

AMOUNT OF THE GUARANTEE

The compensation paid in application of this Contract may in no case exceed the price of the trip declared when subscribing this Contract and within the limits provided for in the Table of Benefits.

We will reimburse you for the amount of the cancellation fees billed according to the conditions of the cancellation scale listed in the general conditions of the travel agency.

Administrative fees of less than 50 euros, tips, fees for a visa and the premium paid in exchange for subscription of this contract are not refundable.

WHEN DO YOU HAVE TO REPORT THE CLAIM?

Two steps

1/ From the first signs of illness or upon becoming aware of the event giving rise to the guarantee, you must **IMMEDIATELY notify your travel agency**.

If you later cancel the trip with your travel agency, 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 terms of sale of the travel agency.

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2/ Furthermore, you must declare the claim to **AVA - 25 Rue de Maubeuge – 75009 PARIS**, in the five business days following the event which triggers the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim declaration must be accompanied by:

- in case of illness or accident, a medical certificate and/or an administrative hospitalization certificate 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 document of confirmation justifying the reason for your cancellation.

You must send AVA - 25 Rue de Maubeuge – 75009 PARIS the documents and medical information necessary for examination of your case, using the pre-printed "Service Médical" envelope, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must obtain them from your attending physician and send them by means of the pre-printed envelope mentioned above, to AVA - 25 Rue de Maubeuge – 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 medications, analyses or examinations as well as all documents justifying their delivery or performance and, in particular, the care forms including, for the medications prescribed, a copy of the corresponding labels.
- ✓ statements from Social Security or any other similar body, relative to the reimbursement of treatment costs and the payment of daily indemnities,
- ✓ The original of the paid invoice for the debit that you must be required to pay to the travel agency or that the latter keeps,
- ✓ The number of your insurance contract,
- ✓ the registration form issued by the travel agency,
- ✓ In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, of the witnesses,
- ✓ in case of refusal of boarding: proof issued by the transport company which refused boarding, or by the health authorities; in the absence of this proof, no compensation will be possible).
- ✓ And any other necessary document.

In addition, it is expressly agreed that you accept, in advance, the principle of an examination by our medical consultant. Therefore, if you oppose it without a legitimate reason, you will lose your right to cover.

WHAT WE EXCLUDE

The Cancellation guarantee does not cover the impossibility of leaving linked to the closing of borders, material organization, accommodation conditions or security of the destination.

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

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- ◆ Any event, illness or accident that has already been observed, relapse, aggravation or hospitalization between the date of purchase of your stay and the date of subscription of the insurance contract,
- ◆ Any circumstance that is only a mere inconvenience,
- ◆ Pregnancy, including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- ◆ Forgotten vaccination,
- ◆ Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- ◆ The lack or excess of snow,
- ◆ Any medical event for which the diagnosis, symptoms or the cause thereof are of a mental, psychological or psychiatric nature, and which has not given rise to hospitalization for more than 3 consecutive days after subscribing this Contract,
- ◆ Pollution, local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- ◆ The consequences of criminal proceedings to which you are subject,
- ◆ Any other event occurring between the date of subscription of the Insurance contract and the date of departure for your trip
- ◆ Any event occurring between the date of purchase of the trip and the date of purchase of the insurance contract.
- ◆ The absence of hazard,
- ◆ An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- ◆ Due to the simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ Due to an act of negligence on your part,
- ◆ Any event for which the responsibility could fall to the travel agency in application of the Tourism Code in effect,
- ◆ Failure to present, for any reason whatsoever, documents essential to the stay, such as passport, identification card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure of the departure of the passport or identity card,

2/ LATE TRANSPORT

If you are more than 4 hours late from the time specified in your sale contract, we will reimburse you a set amount, within the limit of the amount indicated in the Table of Guarantees.

Compensation is cumulative if the delay occurs for the outbound trip, the return trip or for a stopover.

THE CONDITIONS FOR GRANTING THE GUARANTEE

The guarantee is acquired provided that the covered trip is taken.

This guarantee is valid for the outbound and/or inbound trips of:

- regular flights, trains, boats of companies whose timetables are published,
- outbound charter flights, the times of which are indicated on the outbound flight bulletin,
- inbound charter flights: time of flight confirmation communicated by the travel agency.

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In the event of a dispute, the "ABC WORLD AIRWAYS GUIDE" is considered as the source of reference for determining the schedule of flights and connections.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must:

- Notify **AVA - 25 Rue de Maubeuge – 75009 PARIS** upon your return and, at the latest, in the 15 days after your return. If this time frame is not respected and, as a result, we incur a loss, you will lose all entitlement to compensation.
- Provide to **AVA - 25 Rue de Maubeuge – 75009 PARIS**
 - The tickets and the purchase invoice for them, the stub of the boarding pass,
 - A certificate of delay established and stamped by the transport company or its representative. This certificate must include the expected arrival time at the destination, the actual arrival time recorded and must be nominative if you are unable to provide the stub of your boarding pass or proof of your presence on board.
 - Any other supporting documentation that could be requested of you.

IMPORTANT:

Should you fail to comply with the obligations listed above, it will be impossible to establish the reality of the transport delay and, therefore, you will not be able to be compensated. Furthermore, a person who knowingly makes a false declaration or uses fraudulent means or inaccurate documents will forfeit any right to compensation.

WHAT WE EXCLUDE

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

- ◆ Weather conditions,
- ◆ A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight,
- ◆ Your refusal of boarding for the trip initially planned by the authorized organization,
- ◆ Your refusal to use the covered transport,
- ◆ Flights that you have not previously confirmed;
- ◆ Missing the trip for which your reservation was confirmed for any reason,
- ◆ Your refusal of boarding due to failure to respect the deadline for check-in, that for baggage and/or for presentation for boarding,
- ◆ A decision by the airport authorities, civil aviation authorities, or other authorities having announced the change in departure times more than 24 hours before the outbound or return travel date shown on your ticket.

It is up to us to prove that the delay in transport results from one of the events listed above, except for foreign war where, in application of the provisions of the French Insurance Code, it is your responsibility to prove that the delay in transport results from an event other than foreign war.

3/ BAGGAGE

We cover, up to the amount indicated in the Table of Guarantees, your luggage, objects and personal effects, taken with you or purchased during your trip, away from your principal or secondary place of residence in the event of:

- theft,

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- total or partial destruction,
- loss during transport by a transport company.

DELAYED DELIVERY OF YOUR BAGGAGE

In the event that your personal baggage is not returned to you at the destination airport (on the outbound trip) and if it is returned to you more than 24 hours late, we will reimburse you, with presentation of supporting documents, for the cost of basic necessities, up to the amount indicated in the Table of Guarantees.

However, you cannot combine this indemnity with the other indemnities of the BAGGAGE guarantee.

WHAT ARE THE LIMITS OF OUR GUARANTEE?

For precious objects, the reimbursement value may under no circumstances exceed the amount indicated in the Table of Guarantees.

In addition, the items listed above are only covered against proven theft that has been duly declared as such to a competent authority (police, state police, transport company, purser, etc.).

- The theft of jewellery is ONLY covered 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 its accessories is ONLY covered when it is placed in a safe or when it is carried by you.

If you use a private car, the risks of theft are covered provided that your baggage and personal effects are placed in the boot of the locked vehicle and out of sight. Only break-in theft is covered.

If the vehicle is parked on the public thoroughfare, the guarantee only applies between 7 a.m. and 10 p.m.

WHAT WE EXCLUDE

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

- ◆ Theft of luggage, personal effects and objects left unattended in a public place or stored in a room made available to several people,
- ◆ Theft of any sound and/or image reproduction device and their accessories when they have not been placed in a secure lock box while they are not being worn, which implies, de facto, that these devices are not covered when they are entrusted to any transport company (air, sea, rail, road, etc.),
- ◆ Forgotten, lost (except by a transport company), switched [objects],
- ◆ Theft without break-in duly observed and described in a report by an authority (police, state police, transport company, steward, etc.),
- ◆ Accidental damage due to the leakage of liquids, fats, dyes or corrosives 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 committed in any vehicle without a boot,
- ◆ Collections or samples of sales representatives,
- ◆ Stolen, lost, forgotten or damaged cash, documents, books, tickets or credit cards,

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- ◆ **Forgotten, lost or damaged official documents: passport, identification card or residence card, vehicle registration card or driving license,**
- ◆ **The theft of jewellery when it has not been placed in a secure lock box while not being worn, which implies, de facto, that the jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),**
- ◆ **The breakage of fragile objects such as porcelain, glass, ivory, pottery, marble,**
- ◆ **Indirect losses such as depreciation and loss of use,**
- ◆ **The objects designated hereafter: any prosthesis, equipment of any kind, trailers, securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tape or film as well as professional equipment, mobile telephones, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, cosmetics and photo film.**

FOR WHAT AMOUNT DO WE INTERVENE?

The amount indicated in the Table of Guarantees constitutes the maximum reimbursement for all claims occurring during the guarantee 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 are compensated, subject to supporting documentation and based on the replacement value by equivalent objects of the same type, less depreciation.

During the first year from the date of purchase, the amount refunded will be equal to the purchase value of the luggage or valuables. The following year, the reimbursement amount will be calculated for 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

In the event of theft, you are compensated, with supporting documentation, on the basis of the replacement value for new, equivalent objects of the same type.

Under no circumstances is the proportional capital rule provided for in Article L.121-5 of the French Insurance Code applied.

Our reimbursement will be issued after deduction of any reimbursement obtained from the transport company and the deductible.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The declaration of claim must reach **AVA - 25 Rue de Maubeuge – 75009 PARIS** within five working days except in case of unforeseen circumstances or force majeure; if this time frame is not respected and we incur a loss as a result, you will lose all rights to compensation.

The claim declaration must be accompanied by the following items:

- ✓ the receipt of a complaint filed in the event of theft or declaration of theft to a competent authority (police, state police, transport company, steward, etc.) in the case of theft during the stay or loss by a transport company;
- ✓ the report of loss or destruction established with the transporter (sea, air, rail, road) when the baggage or objects have been lost, damaged or stolen during the period when they were in the legal custody of the transporter.

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- ✓ A copy of the list of items declared as damaged or stolen, given to the transport company,
- ✓ The reimbursement letter from the airline or transport company stating the compensation paid to you,
- ✓ The original proof of purchase of damaged or stolen items,
- ✓ In the event of late delivery, the irregularity report established by the transport company, and the baggage delivery note indicating the date and time of delivery.

In the event of failure to present these documents, you forfeit your rights to compensation. The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of this property.

You are required to justify, by all means in your power and by all documents in your possession, the existence and value of this property at the time of the incident, as well as the extent of the damage.

If knowingly, as justification, you use inaccurate documents or fraudulent means or provide inaccurate or reluctant statements, you will forfeit any right to compensation, without prejudice to the legal action that we would then be entitled to bring against you.

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE BAGGAGE, OBJECTS OR PERSONAL EFFECTS?

You must notify **AVA - 25 Rue de Maubeuge – 75009 PARIS** immediately by registered letter, as soon as you are informed:

- if we have not yet compensated you, you must take back said baggage, objects or personal effects; we are then only required to pay for any damage or missing items.
- if we have already compensated you, you can opt within 15 days:
 - ✓ to either abandon said baggage, objects or personal effects with us,
 - ✓ or to have said luggage, objects or personal effects returned to you, subject to return of the compensation that you received less, where applicable, the part of this compensation corresponding to damage or missing items.

If you have not expressed a choice within 15 days, we consider that you have opted for abandonment.

4/ EXPENSES FOR INTERRUPTION OF STAY

Following your medical repatriation organized by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, 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 not participating in the trip suffers from a serious illness, an accident resulting in serious bodily injury or death and, as a result, you must interrupt your stay and we proceed with your repatriation, we will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, pro rata temporis, the costs for the stay already paid and not used (transport not included) from the night following the date of early return.

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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 will reimburse you and the covered members of your family or a person accompanying you who is covered under this contract, pro rata temporis, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

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

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

- ◆ Refund requests from the transport ticket office,
- ◆ Claims for reimbursement of services not appearing on the travel registration form and, therefore, not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- ◆ Interruptions of stay for which the causal event was known before the departure for the trip,

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to **AVA - 25 Rue de Maubeuge – 75009 PARIS** within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for 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 travel booking invoice or the agency's registration form,
- The certificate or supporting documentation from the Assistance Provider confirming the date of repatriation or early return and the reason for it,
- Any other document that we deem necessary for investigating the case.

If the medical information necessary for investigating the case is not provided to medical adviser, the case cannot be processed.

5 / EXPENSES FOR INTERRUPTION OF ACTIVITIES

The Company provides for the reimbursement of cancellation fees (excluding administrative fees) or interruption costs, pro rata temporis, for registration for an Activity within the limits of the amounts indicated in the "Table of Guarantees", remaining as the responsibility of the Insured in application of the special conditions of sale following one of the following events **not known at the time of enrolment**:

For Insured Children

- ✓ Death or disability of more than 10% determined according to the Company scale attached, following an Accident involving the Insured Child,
- ✓ Death of one of the parents of the Insured Child,
- ✓ Illness or Accident* involving the Insured Child,
- ✓ Professional transfer or dismissal for economic reasons of one of the parents ** of the Insured Child,
- ✓ Notice for an Insured Child to be present for a make-up examination

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- ✓ Accident or Illness of the person in charge of looking after the Insured Child, justifying an absence from work of at least 30 consecutive days.

For Insured Adults

- ✓ Death or disability of more than 10% determined according to the Company scale attached, following an Accident involving the Insured,
- ✓ Death of a Family member living under the same roof,
- ✓ Illness or Accident* of the Insured,
- ✓ Professional transfer or dismissal for economic reasons ** of the Insured preventing him from practising the Activity,
- ✓ Condition of pregnancy not known at the time of registration for the Activity and contraindicated due to the nature of the Activity, difficult pregnancy, miscarriage, therapeutic termination of pregnancy, childbirth and their consequences occurring before the 8th month.

***Illness or Accident:** inability for the Insured to practice the Activity (for a minimum of 30 days for annual activities) and justified by a medical certificate specifying this impossibility.

****Professional transfer of the Insured (or his parents in the case of a Child) or his Spouse:** reimbursement of the subscription, subject to a transfer of more than 50 Km and for a minimum of 6 months, at the initiative of the employer.

****Inability to practice as a result of dismissal:** provided that the Insured (or his parents in the case of a Child) has been under an open-term contract for more than 12 months and that the dismissal occurs after signing up for the Activity.

WHAT WE EXCLUDE

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

- ◆ Refund requests from the transport ticket office,
- ◆ Claims for reimbursement of services not appearing on the travel registration form and, therefore, not guaranteed (even if these services are purchased from the local representative of the organizer on site),
- ◆ Interruptions of activities for which the causal event was known before the departure for the trip,

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your claim to **AVA - 25 Rue de Maubeuge – 75009 PARIS** within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this period, if we suffer harm as a result of the late declaration, you lose all right to compensation.

You must send us all the documents necessary for 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 travel booking invoice or the agency's registration form,
- Any other document that we deem necessary for investigating the case.

If the medical information necessary for investigating the case is not provided to medical adviser, the case cannot be processed.

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6/ DAMAGE TO SPORTS EQUIPMENT

We guarantee you, up to the amount indicated in the Table of Guarantees, the reimbursement of rental costs with a professional rental company, including replacement with equivalent ski equipment, if your personal sports equipment has become unusable as a result of accidental breakage.

Accidental breakage is understood as any damage or destruction that is externally visible and which adversely affects proper functioning of the rented sports equipment following a fall or collision.

Personal ski equipment refers to skis, snowboards, monoskis, snowshoes, ski poles and boots, purchased less than 5 years ago and of which you are the owner.

WHAT WE EXCLUDE

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

- ◆ Damage resulting from improper use of personal ski equipment or non-compliance with regulations in effect,
- ◆ Damage resulting from normal wear and tear of personal ski equipment,
- ◆ Simple scratches, scrapes or any other damage to personal ski equipment that does not affect its functioning,
- ◆ Loss, theft or disappearance of personal ski equipment,
- ◆ Accidental damage due to the release of liquids, greasy, staining or corrosive materials,
- ◆ Damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source,
- ◆ Indirect losses such as depreciation and loss of use,
- ◆ Damage to personal ski equipment purchased more than 5 years ago.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You will need to provide:

- ✓ a statement describing the circumstances of the incident,
- ✓ proof from a professional describing the nature and extent of the damage to your personal ski equipment,
- ✓ the original invoice for the purchase of your personal ski equipment and dating back less than 5 years,
- ✓ the rental invoice for replacement ski equipment,

Supporting documents should be sent to:

AVA
25 Rue de Maubeuge
75009 PARIS

7/ REIMBURSEMENT OF SKI PASSES AND/OR SKI LESSONS

We will reimburse you for your ski lift pass and/or your unused ski or snowboard lessons, on a prorated basis and within the limit indicated in the Table of Guarantees, from the day following one of the following events:

- ✓ Your temporary or permanent inability to ski due to a serious illness or accident involving bodily harm, observed medically, or that of your de facto or common law spouse, your ascendants or descendants to the 1st degree, your brothers or sisters,

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- ✓ Your death or that of your de facto or common-law spouse, your ascendants or descendants to the 1st degree, your brothers or sisters,
- ✓ Serious property damage following a burglary, fire, damage by water or natural elements, imperatively involving your presence on site to implement the necessary protective measures or administrative procedures and affecting your main residence at more than 50%.

- ✓ Following shutdown of the ski lifts, you will have to provide us:
 - ✓ the originals of the "ski lift" passes (or proof of purchase) and/or ski lessons,
 - ✓ and, depending on the case, a document proving the event:
 - a medical certificate or medical questionnaire,
 - a death certificate, accompanied by a photocopy of the family record book proving the family relationship,
 - the claim declaration made to your home insurer.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must contact:

AVA
25 Rue de Maubeuge
75009 PARIS

8/ CIVIL LIABILITY IN PRIVATE LIFE ABROAD

SPECIFIC DEFINITIONS

Insureds

Persons domiciled in Mainland France or the French Overseas Departments and having subscribed this policy through a tour operator or a travel agency are considered as Insureds for the "Civil Liability in Private Life Abroad" cover.

Domicile

For the "Civil Liability in Private Life Abroad" guarantee, the domicile of the Insured must be located in Mainland France or an Overseas Department.

Bodily harm

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

Property damage

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

Consecutive consequential losses

Any pecuniary damage resulting from the total or partial deprivation of enjoyment of property or a right, from the loss of a benefit, from the loss of clientele, from the interruption of a service or of an activity, and which is the direct consequence of covered bodily harm or property damage.

Harmful event

Event which causes the harm.

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Straight deductible

The sum (or percentage) which remains, in any event, payable by the Insured of the amount of compensation due by the Insurer. The deductible applies per claim, regardless of the number of victims. The deductibles expressed as a percentage apply to the amount of compensation due by the Insurer.

Accidental pollution

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

Claim

Any request for compensation, amicable or through legal action, made by the victim of damage or his beneficiaries and sent to the Insured or to the Insurer.

Civil liability

Legal obligation incumbent on any person to repair the damage he has caused to others.

Claim

Any loss or set of losses caused to third parties, engaging the liability of the Insured, resulting from a harmful event and having resulted in one or more claims. The causal event is that which causes the harm.

A set of harmful events having the same technical cause is assimilated to a single harmful event.

Third party

Anyone other than the Insured

Motorized land vehicle

Machine that moves on the ground (i.e., other than by air or on water), without being linked to a railway, self-propelled (propelled by its own motive force) and which is used for the transport of people (even if it's just the driver) or things.

PURPOSE OF THE GUARANTEE

The Insurer guarantees the Insured against the pecuniary consequences of civil liability that may be his responsibility due to consecutive bodily harm, property damage or consequential losses caused to third parties in his private life. Private life is understood as any activity of a non-professional nature.

DEFENCE

The Insurer covers the defence of the Insured under the conditions mentioned in Article 34, paragraph 1.

WHAT WE EXCLUDE

The following are excluded:

- ◆ The consequences of the intentional fault of the Insured
- ◆ Damage caused by civil or foreign war, whether declared or not, riots and popular movements, acts of terrorism, attacks or sabotage.
- ◆ Damage caused by volcanic eruptions, earthquakes, storms, hurricanes, cyclones, floods, tidal waves or other cataclysms.
- ◆ Damage rendered unavoidable by a voluntary act of the Insured and which causes the insurance contract to lose its random nature as a contract covering uncertain events (article 1964 of the Civil Code).
- ◆ A fine or any other penal sanction imposed personally on the Insured.
- ◆ Damage or aggravation of damage caused:

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- by weapons and/or devices intended to explode by modifying the structure of an atomic nucleus,
- by any nuclear fuel, radioactive product or waste,
- by any source of ionizing radiation (notably any radioisotope).
 - ◆ The consequences of the presence of asbestos or lead in buildings or structures owned or occupied by the Insured, of research, destruction or neutralization of 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 aggravating the liability which would have befallen him in the absence of said commitments.
 - ◆ In the United States of America and Canada:
- punitive damages or exemplary damages,
- damages for pollution,
 - ◆ Damage of the kind as mentioned in article L. 211-1 of the Insurance Code on the obligation of automobile insurance and caused by motorized land vehicles, their trailers or semi-trailers of which the Insured has ownership, custody or use (including due to or due to the fall of accessories or products serving for use of the vehicle, and the objects and substances it transports).
 - ◆ Consecutive property damage and consequential losses caused by a fire, explosion or water damage that originated in buildings of which the Insured is the owner, tenant or occupant.
 - ◆ Thefts committed in the buildings mentioned in the previous exclusion.
 - ◆ Consecutive property damage (other than that mentioned in the two preceding exclusions) and consequential losses caused to property which the Insured has in his custody, is using or storing.
 - ◆ The consequences of air, sea, river or lake navigation using devices of which the Insured has ownership, custody or use,
 - ◆ Damage caused by weapons and their ammunition for which possession is prohibited and of which the Insured is the owner or holder without prefectural authorization.
 - ◆ Damage covered by a legal insurance obligation and resulting from the practice of hunting.
 - ◆ Damage caused by animals other than pets.
 - ◆ Damage caused by first category dogs (attack dogs) and second category dogs (guard and defence dogs), defined in article 211-1 of the Rural Code, and by wild animals tamed or held in captivity, mentioned in article 212-1 of the Rural Code, stray or not, of which the Insured is the owner or keeper (law no. 99-5 of 6 January 1999 relative to dangerous and stray animals and animal protection).
 - ◆ The consequences:
 - the organization of sports competitions;
 - the practice of sports as a license holder of a sports federation;
 - the practice of air or water sports.

It is specified that for all claims occurring in the USA or CANADA, the costs of expert's fees, lawyers, legal fees and trial fees, are included in the amount of guarantees and subject to application of the deductible.

GUARANTEE PERIOD

The guarantee of this contract is triggered by the harmful event and covers the Insured against the pecuniary consequences of claims, as long as the harmful event occurs between the initial effective date of the guarantee and its termination or expiration, regardless of the date of the other elements constituting the claim (article L. 124-5 of the Insurance Code).

AMOUNT OF THE GUARANTEES

The amounts of cover expressed per claim constitute the limit of the Insurer's commitment for all claims relating to the same harmful event. The date of the claim is that of the harmful



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event. The conditions and amounts of guarantee are those in effect on that date. The amount of the guarantee is set as indicated in the Table of Guarantees.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must contact:

**MUTUAIDE - SERVICE ASSURANCE TSA 20296 -
94368 BRY SUR MARNE CEDEX**

9/ INDIVIDUAL ACCIDENT

1. SPECIFIC DEFINITIONS

Subscriber

The person designated in this capacity under the Special Conditions who signs the contract and agrees to pay the contributions.

Insured

The person designated in this capacity under the Special Conditions whose injury to physical integrity following an accident leads to payment of the guaranteed compensation.

These persons must be domiciled in Continental France or the French Overseas Departments and have enrolled in this policy through a tour operator or a travel agency.

Domicile

For the "Individual Accident" guarantee, the domicile of the Insured must be located in Continental France or an Overseas Department.

Us

TOKIO MARINE EUROPE SA (TOKIO MARINE HCC)
Branch for France
6-8 boulevard HAUSSMANN - 75009 PARIS

You

The Underwriter.

Beneficiary(ies)

The person or persons who receive the amounts due for a claim.

In the event of death of the Insured, unless another person has been designated by the Insured, the amount specified is paid:

- if the INSURED is married: to the spouse from whom he/she is not legally separated or divorced, or else to his/her children born or to be born, alive or represented, or else to his/her heirs,
- if the INSURED is a signatory of a PACS, his/her partner, or else his/her heirs,
- if the INSURED is widowed or divorced: to his/her children, or else to his/her heirs,
- if the INSURED is single: to his/her heirs.

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

Any person who intentionally caused or provoked the loss is excluded from the Guarantee.

Accident

Any bodily harm, unintentional on the part of the victim and resulting from the sudden action of an external cause.

By extension to this definition, pathological manifestations that are the direct consequence of this bodily harm are guaranteed.

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The following are assimilated to accidents:

- injuries caused by fire, steam spray, acid or corrosives, lightning or electrical current;
- asphyxiation by immersion and asphyxiation by unexpected absorption of gases or vapours;
- the consequences of poisoning and bodily harm due to the unintentional absorption of toxic or corrosive substances;
- cases of sunstroke, congestion or freezing following shipwreck, forced landing, collapse, avalanche, flooding or any other accidental events;
- the direct consequences of animal bites or insect bites, excluding diseases (such as malaria and sleeping sickness), the primary origin of which may be linked to such bites or bites;
- injuries that may occur during the practice of scuba diving, including those due to hydrocution (cold water shock) or a decompression incident;
- bodily harm resulting from assault or attack of which the Insured is a victim, unless it is proved that he took an active part as author or instigator of these events;
- the physiological consequences of surgical operations, provided that they were necessitated by an accident included in the guarantee.

The following are not assimilated to accidents:

- aneurysm rupture, myocardial infarction, cerebral embolism, epileptic seizures, subarachnoid haemorrhage.

Illness

Any decline in health noted by a competent medical authority.

Permanent Disability

Presumed definitive impairment of the Insured's physical capacities.

Its significance is quantified by a rate determined by reference to the Social Security Disability scale.

2. PURPOSE FOR THE INSURANCE

The purpose of the contract is to guarantee payment of the benefits defined below, which are specified and the amount of which is set in the Table of Guarantees, in the event of bodily harm that may affect the Insured.

Only Insureds under the age of 70 can benefit from the "Individual Accident" cover.

3. EXCLUSIONS

- ◆ **Accidents intentionally caused or provoked by the Insured, the consequences of his completed or attempted suicide, as well as accidents caused by the use of drugs or narcotics not medically prescribed.**
- ◆ **Accidents occurring when the Insured is a driver of a vehicle and his blood alcohol level is higher than that legally allowed in the country where the accident takes place.**
- ◆ **Accidents resulting from participation of the Insured in a fight (except in the case of self-defence or assistance to a person in danger), a duel, an offence or a criminal act.**
- ◆ **Accidents occurring during the use as a pilot or crew member of an aircraft making it possible to move through the air or during the practice of sports performed with or from these devices.**
- ◆ **Accidents caused by the practice of a sport on a professional basis and the practice, even as an amateur, of any sports requiring the use of motorised mechanical vehicles, whether as an operator or a passenger. Practice of a sport refers to training, trials, as well as participation in sporting events or competitions.**
- ◆ **Accidents caused by war, civil or foreign, declared or not.**
- ◆ **Accidents caused by ionizing 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 an atomic nucleus.**

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4. NATURE OF THE BENEFITS

DEATH

If, within a maximum 24 months from the date of the accident having involved the Insured, it leads to his/her death, we guarantee payment to the person or to the collective group of persons designated in the Special Conditions as beneficiaries, of the benefit in the amount indicated in the Table of Guarantees.

When, prior to death, the same accident has led to payment of compensation for permanent disability under the following conditions, the capital shall be reduced by the amount of such compensation.

The officially recognized disappearance of the remains of the Insured at the time of shipwreck, disappearance or destruction of the means of transport in which he was travelling, will create a presumption of death at the end of a period of one year from the day of the accident.

However, if it is found at any time whatsoever after 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

When the accident results in permanent disability, we pay the Insured compensation, the maximum of which corresponds to the rate of 100% on the Social Security Disability scale.

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

Disabilities not mentioned are compensated according to their severity compared to that of the cases listed.

The compensation is of a set and contractual nature: it is determined according to the rules stated above, without taking into account the age or profession of the Insured.

The degree of disability will be established 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 end of the period of one year following the day of the accident.

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

MULTIPLE DISABILITIES

When the same accident results in several distinct disabilities, the main disability shall first be assessed under the conditions stated above, and the other disabilities will then be evaluated successively, in proportion to the remaining capacity after addition of the previous ones, without the overall rate exceeding 100 %.

The absolute functional incapacity of a limb or organ is assimilated to the loss of that limb or organ. The loss of limbs or organs which did not function before the accident does not give rise to any compensation. If the accident affects a limb or organ that is already affected, compensation will be determined by the difference between the pre- and post-accident condition. Under no circumstances may the assessment of injuries resulting from the accident be increased by the state of disability of limbs or organs which were not affected by the accident.

Nervous disorders and nerve damage may only be taken into consideration, to the extent that they result from a covered accident, if they result in clearly demonstrated clinical signs on examination.

5. DECLARATION IN CASE OF A CLAIM

In the event of a claim, it is important that we are promptly and fully informed of the circumstances under which it occurred and its possible consequences.

FORM AND NECESSARY INFORMATION

The Insured or his beneficiaries, you yourself, if applicable, or any representative acting on their behalf are required to make, in writing or verbally in exchange for written confirmation, at our Office or with our representatives as designated

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in the contract, the declaration of any claim within fifteen days at the latest following the date on which they became aware of it. If the declaration of claim is not done within the time frame specified above, except in unforeseen circumstances or force majeure, we can enforce forfeiture of the guarantee when we can establish that the delay in the declaration caused us harm (article L.113-2 of the Insurance Code).

Furthermore, they must provide us with this declaration, all information on the severity, causes and circumstances of the claim and indicate to us, if possible, the names and addresses of the witnesses and responsible parties.

In particular, the declaration of the claim must include:

- the date, circumstances and place of the accident;
- the last name, first name, date of birth, address and profession of the victim(s);
- the initial medical certificate describing the nature of the injuries or wounds as well as their probable consequences;
- if applicable, the report from the police or state police, the names and addresses of the party responsible for the accident and of any witnesses.

The victim or his beneficiaries must make every effort to limit the consequences of the accident and, in particular, rely on the medical care required by the victim's condition.

The representatives and doctors designated by us will have, unless there is justified objection, free access to the victim and his attending physicians to ascertain his condition. Any intentional misrepresentation of the date or circumstances of an accident, duly observed and likely to cause us prejudice, shall result in forfeiture of the right to compensation which, if already paid, must be reimbursed to us.

CONTROL

The Insured is required to undergo an examination by the doctors delegated by us, our representatives will have free access to him whenever we deem it useful, **under penalty for the Insured or for any beneficiary to forfeit their rights in the event that, without valid reason, they refuse to allow examination by our delegates or obstruct the exercise of this examination if, after the notice given forty-eight hours in advance by registered letter, we are faced with persistent refusal or remain unable to conduct our verifications.**

Any fraud, reluctance or false declaration on your part or that of the beneficiary of the compensation, intended to mislead us about the circumstances or consequences of a claim, result in forfeiture 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, its consequences and the rate of disability are established by agreement between the parties or, in the absence of agreement, by two doctors, each having been designated by one of the parties. In case of disagreement, they will add a third doctor to decide between them; if they do not agree on the choice of the latter, or if one of the parties fails to designate its expert, the appointment will be done at the request of one of the parties by the presiding Judge at the tribunal de grande instance of the domicile of the Insured, with exemption from oath and all other formalities.

Each party shall be responsible for the fees and expenses relating to the involvement of the doctor it has designated, and those required by the involvement of a third doctor would be split equally between them.

INDEPENDENT AGGRAVATION OF ACCIDENTAL EVENT

Whenever the consequences of an accident are aggravated by the general condition of the victim, by a lack of care due to his negligence or by empirical treatment, by a pre-existing illness or disability and, in particular, by a diabetic or haematic condition, the compensation due will be

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determined on the basis of the consequences of the accident in a fit and normally healthy subject undergoing rational treatment.

PAYMENT

The guaranteed compensation is payable:

- In the event of death and permanent disability, within one month of remittance of the supporting documents on 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 the agreement of the parties, the payment of compensation will take place within fifteen days following a judicial decision that has become enforceable.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must contact:

**MUTUAIDE - SERVICE ASSURANCE TSA 20296 -
94368 BRY SUR MARNE CEDEX**

ARTICLE 3 – DESCRIPTION OF THE GUARANTEES OF ASSISTANCE TO PERSONS

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

TELE-CONSULTATION BEFORE DEPARTURE

For any request for information and useful details for the organization and smooth running of your trip, you can contact us before your trip 24 hours/day; 7 days/week.

The information concerns the following areas:

Health information: Health, Hygiene, Vaccination, Precautions to be taken, Main hospitals, Advice for women, Time difference, Travelling with animals.

Our doctors are also available for any information you may need in case of a trip taking place during an epidemic or pandemic.

The information is communicated by telephone and is not the subject of written confirmation or of dispatch of any documents.

Information services are provided between 8:00 a.m. and 7:00 p.m. and within time frames normally necessary to satisfy the request.

However, regardless of the time of the call, we welcome and note your requests as well as your contact details in order to call you back to provide you with the expected answers.

REPATRIATION OR MEDICAL TRANSPORT

You are ill, including in the context of an epidemic or a pandemic, or injured during a covered trip. We organize and cover your repatriation to your home or to a hospital near you.

Only medical requirements are taken into account to determine the date of repatriation, the choice of means of transport or place of hospitalization.

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The repatriation decision is taken by our medical consultant, after consulting the temporary practitioner and perhaps the family doctor.

At the time of your repatriation, and on instructions from our medical consultant, we organize and cover the transport of a person to accompany you.

Any refusal of the solution offered by our medical team will lead to cancellation of the personal assistance guarantee.

REPATRIATION OF ACCOMPANYING PERSONS

You are repatriated for medical reasons or you die during a covered trip.

We organize and cover, if they cannot return by the means initially foreseen, the transport home of your beneficiary family members or of an insured person accompanying you when the event occurs, by train in 1st class or by plane in economy class.

REPATRIATION OF CHILDREN UNDER AGE 18

If you are sick or injured and no one is able to look after your children under age 18, we will organize and pay for the round-trip travel, by train in 1st class or plane in economy class, of a person of your choice or one of our hostesses to bring them to your home or that of a member of your family.

VISIT OF FAMILY MEMBER/CLOSE FRIEND

You are hospitalized on site by decision of our medical team, before your medical repatriation, for a period of more than 72 hours. We organize and cover the round-trip transport by train in 1st class or by plane in economy class, of a member of your family residing in the same country as you, as well as his expenses for the stay (room, breakfast) to be at your bedside.

Our cover for accommodation is up to the amount indicated in the Table of Guarantees.

In any event, the cost of dining or other expenses remain the responsibility of this person. This cover cannot be combined

with the "Repatriation of accompanying persons" cover. RETURN IMPOSSIBLE:

Your flight has been cancelled following measures to restrict the movement of populations in the event of an epidemic or pandemic taken by the local government or the airlines.

If you are required to extend your stay, we will organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

We organize and cover your repatriation to your home, within the limit indicated in the Table of Guarantees.

PROLONGATION OF STAY

You are hospitalized during a covered trip and our doctors judge that this hospitalization is necessary beyond your initial date of return.

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We cover the accommodation costs (room and breakfast) of the beneficiary numbers of your family or of an insured accompanying person to stay at your bedside, up to the amount indicated in the Table of Guarantees.

Only medical requirements are taken into account to grant this guarantee.

In any event, the cost of dining or other expenses remain the responsibility of this person. This guarantee cannot be combined with the "Visit from a loved one" guarantee.

HOTEL COSTS FOLLOWING PLACEMENT INTO QUARANTINE

If you are required to extend your stay following your placement into quarantine, we will organize and cover the hotel costs (room and breakfast) as well as those of your beneficiary family members or an insured companion, up to the amount indicated in the Table of Guarantees.

MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical costs (including in the event of illness related to an epidemic or pandemic) have been incurred with our prior approval, we will reimburse you for the part of these costs which have not been covered by the insurance organizations with which you are affiliated.

We only intervene once the reimbursements have been made by the aforementioned insurance organizations, after application of a deductible, the amount of which is indicated in the table of guarantees, and subject to communication of original proof of reimbursement from your insurance organization.

This reimbursement covers the costs defined below, provided that they relate to care received by you outside your country of residence as a result of an illness or accident occurring outside your country of residence. In this case, we will reimburse the amount of the costs incurred up to the maximum amount indicated in the Table of Guarantees.

In the event that the insurance organization to which you contribute does not cover the medical costs incurred, for example on the occasion of travel outside the E.E.A., to the limit of the amount indicated in the Table of Guarantees, subject to receiving the original invoices for medical expenses from you.

This benefit ceases from the day we are able to carry out your repatriation.

Nature of the costs granting the right to reimbursement (subject to prior approval):

- medical fees,
- costs for medications prescribed by a doctor or surgeon,
- ambulance costs prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of coverage by the insurance organizations,
- hospitalization costs provided that you are deemed unfit for transport by decision of the Assistance doctors, taken after collecting information from the local doctor (hospitalization costs incurred from the day we are able to repatriate you are not covered),
- emergency dental expenses (capped at the amount indicated in the Table of Guarantees, without application of a deductible).

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EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALIZATION EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

We may, within the limit of the cover provided for above, advance the hospital costs that you must incur outside your country of residence, under the following cumulative conditions:

- MUTUAIDE ASSISTANCE doctors must judge, after collecting information from the local doctor, that it is impossible to repatriate you immediately to your country of residence.
- The care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorized by you must formally commit by signing a specific document, provided by MUTUAIDE ASSISTANCE at the time of implementation of this service:
 - to initiate the procedures to cover the costs with the insurance organizations within 15 days following the date of dispatch of the elements necessary for these procedures by MUTUAIDE ASSISTANCE,
 - to reimburse MUTUAIDE ASSISTANCE for the sums received in this respect from the insurance organizations within the week following receipt of these sums.

Only expenses not covered by the insurance organizations will be covered by us and within the limit of the amount specified for the "medical expenses" benefit. You must provide us with the certificate of non-cover from these insurance organizations within a week of receipt.

In order to protect our subsequent rights, we reserve the right to ask you or your beneficiaries for a letter of commitment committing you to take the steps with social organizations and reimburse us for the sums collected.

Should you fail to have completed the procedures for cover with the insurance organizations within the allotted time, or if you fail to provide MUTUAIDE ASSISTANCE the certificate of non-cover from these insurance organizations within the allotted time, under no circumstances will you be able to take advantage of the "medical expenses" benefit and you will have to reimburse all of the hospitalization costs advanced by MUTUAIDE ASSISTANCE, which will initiate, if necessary, any useful recovery procedure, the cost of which will be your responsibility.

CESSATION OF COVER OF MEDICAL COSTS

- **Abroad:** Termination of cover at the end of the Insured's stay, in accordance with the date appearing on his Enrolment Request and his Assistance Card.
- **In France** (Mainland France, Principality of Monaco, Corsica, DROM-CTOM) Final return: Termination of cover upon return of the Insured to France.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

- **For reimbursement of your medical expenses (excluding hospitalization)**

To benefit from reimbursement of your medical expenses (which did not result in hospitalization), you will have to provide the AVA management service with the following documents:

- AVA enrolment number and contract number no. 7691,
- RIB (for 1st request for reimbursement only),
- Original or digitized invoices for care paid for,
- Originals of medical prescriptions or in digital form,

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- The reimbursement request form.

For medical expenses of less than 500 €, you can scan the invoices and send them to us by email (keep the originals, they may be requested for verification by the Insurer).

➤ **In case of request for advance of hospitalization costs**

Contact MUTUAIDE ASSISTANCE as soon as possible at **01.55.98.58.55** for a request for advance of hospitalization costs.

SENDING OF MEDICATIONS ABROAD

During a trip outside your country of residence, you are deprived of medicines that are essential for your health, following loss or theft. We handle the search and transport of these medications, in the event that these medications or their equivalents recommended by the doctors of MUTUAIDE ASSISTANCE are not found on site (subject to obtaining the contact details of your primary care physician).

We cover the shipment of medications by the fastest means, subject to local and French legal constraints.

The customs fees as well as the cost of purchasing the medications remain your responsibility.

REPATRIATION OF REMAINS

You die during a covered trip. We organize the repatriation of your remains to the place of the funeral in your country of residence.

In this context, we cover:

- ✓ Charges for transport of remains,
- ✓ Costs related to conservation care imposed by applicable legislation,
- ✓ The costs directly necessitated by transporting the remains (handling, specific transport arrangements, preparation) up to the amount indicated in the Table of Guarantees.

EARLY RETURN

If you have to prematurely interrupt your trip in the cases listed below, we will cover your additional transport costs and those of the beneficiary members of your family or of a person insured under this contract accompanying you, if the transport tickets provided for your return and theirs cannot be used because of this event, on the basis of a train ticket in 1st class or a plane ticket in economy class.

We intervene in the event of:

- hospitalization of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home or of your professional replacement.
- death of a member of your family, of a person responsible for the care of your minor and/or disabled child who has remained at home, of your professional replacement,
- serious event affecting your main residence in your country of residence.

COVER OF LOCAL TELEPHONE PLAN

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During a covered trip outside your country of residence, you are quarantined. We cover the costs of setting up a local telephone plan, up to the limit indicated in the Table of Guarantees.

LEGAL ASSISTANCE ABROAD

During a covered trip outside your country of residence, you are the subject of prosecution, imprisonment for non-compliance or involuntary violation of local laws and regulations.

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

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

We can reimburse you, up to the amount indicated in the Table of Guarantees, the fees of legal representatives upon whom you may have to freely call if action is brought against you, provided that the alleged acts are not punishable under criminal sanctions according to the legislation of the country.

This guarantee does not apply for acts related to your professional activity or the custody of a motorized land vehicle.

EXPENSES FOR SEARCH AND RESCUE

We cover, up to the amount indicated in the Table of Guarantees, the costs for search and rescue at sea or in the mountains following an event that puts your life at risk. Only the costs billed by a company duly approved for these activities can be reimbursed.

In any case, we cannot take the place of local emergency relief organizations.

CASH ADVANCE (only abroad)

During a covered trip outside your country of residence, your means of payment or your official documents (passports, national identification card, etc.) have been lost or stolen.

By simply calling our service, we will inform you about the steps to be taken (filing a complaint, replacement of documents, etc.).

The information communicated is the documentary information referred to in article 66.1 of the modified law of 31 December 1971. It does not represent 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 Guarantees, in exchange for an acknowledgment of debt remitted to MUTUAIDE ASSISTANCE.

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

In the absence of payment, we reserve the right to initiate any useful recovery proceedings.

PSYCHOLOGICAL SUPPORT FOLLOWING PLACEMENT INTO QUARANTINE

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In the event of significant trauma following an event related to a context of epidemic or pandemic, we can, at your request, put you in contact with a psychologist by telephone, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

EMERGENCY SUITCASE

In the event that you no longer have enough usable personal effects at your disposal due to your quarantine or your hospitalization following an Epidemic or Pandemic, we cover, on presentation of supporting documents, basic necessities, up to the amount indicated in the Table of Guarantees.

ARTICLE 4 – DESCRIPTION OF THE GUARANTEES OF ADDITIONAL ASSISTANCE TO PERSONS

When, during your trip, you are the victim of an illness or an accident resulting in your emergency hospitalization for more than 48 hours and your repatriation, we provide you with additional services and benefits, provided that you make the request within fifteen days of your return home.

These services are only provided in France and operate from Monday to Saturday (excluding public holidays) from 8 a.m. to 7 p.m., provided that you contact us by 7 p.m. the day before at the latest.

HOUSEKEEPER following repatriation

Following your repatriation by us following an illness linked to an epidemic or a pandemic, if you cannot perform your usual household chores, we look for, arrange and cover assistance from a housekeeper, within the limit indicated in Table of Guarantees.

DELIVERY OF HOUSEHOLD SHOPPING following repatriation due to an illness linked to an epidemic or a pandemic

Following your repatriation by us following an illness linked to an epidemic or a pandemic, if you are not able to leave your home, we organize and cover, within the limit of local availability, the costs of delivery of your shopping within the limit set in the Table of Guarantees.

PSYCHOLOGICAL SUPPORT following repatriation due to an illness linked to an epidemic or a pandemic

In the event of significant trauma following an event related to an epidemic or a pandemic, we can, at your request, put you in contact with a psychologist by telephone after you return home, within the limit indicated in the Table of Guarantees. These sessions are completely confidential.

This listening work is not to be confused with the psychotherapeutic work done by licensed practitioners. In any case, due to the physical absence of the caller, this service cannot replace psychotherapy.

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ARTICLE 5 - EXCLUSIONS FROM ASSISTANCE TO PERSONS AND ADDITIONAL ASSISTANCE TO PERSONS

We do not become involved under the following circumstances:

- ◆ Travel taken for the purpose of diagnosis and/or treatment,
- ◆ Medical and hospitalization expenses in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Beneficiary,
- ◆ Ailments or benign injuries which can be treated on site and/or which do not prevent the Beneficiary/Insured from continuing their trip,
- ◆ The conditions of pregnancy, unless there are unforeseeable complications, and in all cases, the conditions of pregnancy beyond the 36th week, abortion, the consequences of childbirth,
- ◆ Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,
- ◆ Illness diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,
- ◆ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ◆ Prosthesis costs: optical, dental, acoustic, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national of your country of origin, unless otherwise specified in the guarantee.
- ◆ The costs of spa treatment, cosmetic treatment, vaccination and the associated costs,
- ◆ Stays in a nursing home and the associated costs,
- ◆ Rehabilitation, physiotherapy, chiropractic and related expenses,
- ◆ Comfort treatment: costs of glasses, contact lenses, routine examinations and tests or health check-ups, preventive tests or treatment, examinations and control tests.
- ◆ Expected hospitalizations.

ARTICLE 6 - GENERAL EXCLUSIONS

We do not become involved under the following circumstances:

- ◆ Services which have not been requested during the trip or which have not been organized by us, or in agreement with us, do not give the right, a posteriori, to a refund or compensation,
- ◆ Expenses for dining, hotel, except those specified in the description of guarantees,
- ◆ Damage intentionally caused by the Beneficiary/Insured and that resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving the right to 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 professional practice of any sport,

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- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion vehicle,
- ◆ The consequences of non-compliance with recognized safety rules related to the practice of any leisure sport activity,
- ◆ Expenses incurred after the return trip or expiration of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor 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 failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraints by the public authorities,
- ◆ Use by the Beneficiary of air navigation devices,
- ◆ The use of war devices, explosives and firearms,
- ◆ Damage resulting from wilful or intentional misconduct of the Beneficiary in accordance with article L.113-1 of the Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and Pandemics, unless otherwise stipulated in the guarantee, pollution, natural disaster,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

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

ARTICLE 7 – OPERATING RULES FOR ASSISTANCE SERVICES

Only the telephone call of the Beneficiary at the time of the event permits implementation of assistance services.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requesting party, organizes and pays for the services provided for in this agreement.

To benefit from a service, MUTUAIDE ASSISTANCE may ask the Beneficiary to justify the status he invokes and to produce, at his expense, the items and documents proving this right.

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

MUTUAIDE ASSISTANCE can in no way replace the local emergency relief organizations and intervene within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the costs of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.

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The interventions that MUTUAIDE ASSISTANCE comes to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, linked to obtaining the necessary authorizations from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of a Beneficiary, the latter must return the ticket initially foreseen and unused.

MUTUAIDE ASSISTANCE decides on the nature of the air ticketing made available to the Beneficiary according to the possibilities offered by the air carriers and the duration of the trip.

ARTICLE 8 – CONDITIONS OF REIMBURSEMENT

Refunds to the Beneficiary can only be made by us upon presentation of original paid invoices corresponding to costs incurred with our approval.

Refund requests must be sent to:

**MUTUAIDE ASSISTANCE
Service Gestion des Sinistres
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX**

ARTICLE 9 – HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to let MUTUAIDE know by calling 01.55.98.58.55 or by writing to voyage@mutuaide.fr for the Assistance guarantees listed below:

- ✓ Tele-consultation before departure
- ✓ Repatriation or medical transport
- ✓ Repatriation of accompanying persons
- ✓ Repatriation of children under age 18
- ✓ Visit of family member/close friend
- ✓ Return impossible
- ✓ Extension of stay
- ✓ Hotel costs following placement into quarantine
- ✓ Repatriation of remains
- ✓ Early return
- ✓ Cover of local telephone plan
- ✓ Legal Assistance Abroad
- ✓ Medical expenses outside country of residence
- ✓ Payment of expenses for search and rescue

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

**MUTUAIDE SERVICE
QUALITÉ CLIENTS
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX**

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

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**La Médiation de l'Assurance TSA
50110
75441 Paris Cedex 09**

2. In case of disagreement or dissatisfaction with the implementation of your contract, we invite you to contact AVA TOURISME by calling 01.53.20.44.23 or by writing to reclamation@ava.fr for the Insurance guarantees listed below:

- ✓ Cancellation
- ✓ Flight delay
- ✓ Baggage
- ✓ Fees for interruption of stay
- ✓ Interruption of activities
- ✓ Damage to sports equipment
- ✓ Flight delay

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

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

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

If the disagreement persists, you may refer the matter for Insurance Mediation by postal mail at:

**La Médiation de l'Assurance TSA
50110
75441 Paris Cedex 09**

3. In the event of difficulty in implementing the Civil Liability in Private Life Abroad and the Individual Accident guarantees, the Subscriber or the Insured may send their complaint to:

**TOKIO MARINE EUROPE SA (TOKIO MARINE HCC)
6-8 boulevard HAUSSMANN - CS 40064 – 75 441 PARIS CEDEX 09
Tel: 01 53 29 30 00 - Fax: 01 42 97 43 87
Or reclamations@tmhcc.com**

The Insurer acknowledges receipt of the complaint within a period which must not exceed 10 working days from receipt thereof, unless the response itself is provided to the customer within this period. It sends the response to the insured within a period which must not exceed two months from the date of receipt.

Finally, if your disagreement persists after the answer has been given, you may refer the matter for Insurance Mediation provided that no legal action has been taken:

**La Médiation de l'Assurance TSA
50110
75441 Paris Cedex 09**

The Insurance Mediation service is not competent to render decisions concerning contracts subscribed to cover professional risks.

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ARTICLE 10 – COLLECTION OF DATA

The Beneficiary acknowledges being informed that the Insurer processes his personal data in accordance with regulations relative to the protection of personal data in effect and that, moreover:

- the answers to the questions asked are mandatory and that, in the event of false declarations or omissions, the consequences for him may be invalidity of enrolment in the contract (article L 113-8 of the Insurance Code) or the reduction of indemnities (article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for acceptance and execution of its contract and its guarantees, for the management of commercial and contractual relationships, and for the execution of legal, regulatory or administrative provisions in effect.

- The data collected and processed is kept for the period necessary for execution of the contract or the legal obligation. This data is then archived in accordance with the durations specified by the provisions relative to time limits.

- The recipients of the data concerning him are, within the limits of their powers, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and re-insurers, within the framework of their duties.

It can also be sent, if necessary, to professional bodies as well as to all persons involved in the contract such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators.

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

- In its capacity as a financial organization, the Insurer is subject to the legal obligations resulting mainly from the Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors contracts, which may result in the drafting of a declaration of suspicion or a measure of freezing of assets.

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

- His personal information will also be able to be used within the framework of processing to fight against insurance fraud, which may lead, if applicable, to placement on a list of persons presenting a risk of fraud.

This registration may have the effect of extending examination of his case, or even the reduction or refusal of the benefit of a right, benefit, contract or service offered.

In this context, personal data concerning him (or concerning persons or parties who are concerned by the contract may be processed by any authorized persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be intended for the authorized personnel of organizations directly concerned by fraud (other insurance organizations or intermediaries; judicial authorities, mediators, arbitrators, court officials, legal officers; third-party organizations authorized by a legal provision and, if 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 following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

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For people registered on a list of suspected fraudsters, their data is deleted after 5 years from the date of placement on this list.

- In its capacity as Insurer, it is founded in carrying out the processing of data relative to violations, condemnations and measures of security, either at the time of subscription of the insurance contract, or during the period of execution, or within the framework of managing legal action.
- Personal data may be used by the Insurer within the framework of processing implemented by the insurer, the purpose of which is research and development to improve the quality or relevance of its future insurance or assistance products and service offers.
- Personal data concerning him may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By proving his identity, the Beneficiary has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when it is no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the contract or when he consented to the use of this data.

He has the right to provide instructions relative to the fate of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

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

- by email: sent to DRPO@MUTUAIDE.fr
- by postal mail: by writing to the following address: Délégué représentant à la protection des données – MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

After having made a request to the Data Protection Representative without having received satisfaction, he has the possibility of contacting the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 11 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for 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 justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary against this company or this institution.

ARTICLE 12 – TIME LIMIT

In application of article L 114-1 of the Insurance Code, any action resulting from this contract is time-barred two years after the event giving rise to it. This period is extended to ten years for death guarantees, with the actions of beneficiaries being time-barred, at the latest, thirty years after this event.

However, this period does not run:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;

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- in the event of a claim, from the day that the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against the Insured or was indemnified by this latter party.

This time limit may be interrupted, in accordance with article L 114-2 of the Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the party against whom the time limit was reached (article 2240 of the Civil Code);
- a lawsuit, even in summary proceedings, until the end of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is void if the petitioner withdraws his request or allows the procedure 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 of forced execution (article 2244 of the Civil Code).

It is reminded that:

Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.

However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

To interrupt the time limit period for the whole debt, with regard to the other co-debtors, it is necessary to notify all the heirs of the deceased debtor or to recognize of all these heirs (article 2245 of the Civil Code).

Notification made to the principal debtor or his recognition interrupts the time limit against the guarantor (article 2246 of the Civil Code).

The time limit can also be interrupted by:

- the appointment of an adjuster 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 settlement of the claim).

ARTICLE 13 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relative to determination and payment of benefits shall be submitted, by one of the parties, in the absence of amicable resolution, to the competent court at the domicile of the beneficiary, in accordance with the provisions of article R 114-1 of the Insurance Code.

ARTICLE 14 – FALSE DECLARATIONS

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

- **Any reluctance or intentionally false declaration on your part will void the contract. We will retain any premiums paid and we will be entitled to demand payment of the premiums due, as provided for in article L 113.8 of the Insurance Code.**

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- Any omission or inaccurate declaration on your part for which bad faith is not established results in 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 indicated in article L 113.9.

ARTICLE 15 – REGULATORY AUTHORITY

The regulatory authority responsible for overseeing MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

Ver 04-2022