



CANCELLATION CONTRACT

- Contract n°5060 -



Une nouvelle idée de l'assurance tourisme et loisirs

HOW TO MAKE YOUR CLAIM ?

All claim has to be made by :

- 1 / on the **declaration website**
- 2/ by mail at : sinistre@assurinco.com

Phone from France : 05.34.45.31.51

Phone from abroad : 33.5.34.45.31.51 preceded by the local international dialling code

From Monday to Thursday : 2 pm – 6pm

Friday : 2 pm – 5 pm

ANY QUESTION WITH YOU INSURANCE CONTRACT

Contact our customer service

Phone from France : 05 34 45 31 52

Phone from abroad : 33 5 34 45 31 52 preceded by the local international dialling code

From Monday to Thursday : 2 pm – 6pm

Friday : 2 pm – 5 pm

TABLE OF GUARANTEES

INSURANCE GUARANTEES	CEILING
1 / CANCELLATION	
Cancellation for a medical reason	5,000 € per person Deductible 70 €
Cancellation of all justified causes	5,000 € per person Deductible 150 €
2 / INTERRUPTION OF THE COVERED RACE	
Accommodation costs in case of abandonment of the race	500 € per person

DEFINITIONS AND SCOPE OF APPLICATION

Us, the Insurer : MUTUAIDE ASSISTANCE – MUTUAIDE ASSISTANCE – 126 rue de la Piazza, CS 20010 – 93196 Noisy le Grand Cedex – S.A. with capital of 12,558,240 € fully paid in– Company governed by the Insurance Code RCS 383 974 086 Créteil – TVA FR 31 3 974 086 000 19.

Accident with serious bodily harm : Serious change in health resulting from a sudden action involving an external cause that was unintentional on the part of the victim, observed by a competent medical authority and resulting in the issue of a prescription for medication to the ill person, and advising him against participating in any sports activity and formally prohibiting his participation in the covered Race.

Attack : Any act of violence, constituting a criminal or illegal attack, having been perpetrated against persons and/or property in the country of your stay, having the purpose of seriously disrupting public order through intimidation and terror, and having received media coverage.

This “attack” will have to have been recognized by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks occur 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.

Insured : Natural person having registered for the covered Race, having subscribed this insurance policy and having paid the corresponding premiums. Add These persons are hereafter referred to as "you".

Natural disaster : Abnormal intensity of a natural agent not resulting from human involvement. Phenomenon such as an earthquake, a volcanic eruption, a tidal wave, a flood or natural cataclysm resulting from the abnormal intensity of an agent that is natural and recognized as such by the public authorities.

Covered race : The MARATHON DES SABLES event, for which you have registered and for which you have taken out this insurance by paying the corresponding premium.

Home : Your principal and habitual place of residence. In case of disagreement, the tax domicile shall be considered the domicile.

Duration of the guarantees :

- The "Cancellation" guarantee takes effect on the day that you subscribe the insurance contract and expires as soon as you have crossed the starting line of the covered Race.
- The "Race Interruption" guarantee takes effect as soon as you have crossed the starting line of the covered Race and expires on the day that the covered Race ends.

Covered events :

- Cancellation
- Race interruption

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

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

Serious illness : Sudden and unpredictable deterioration of health observed by a competent medical authority, leading to issuance of a prescription for medication to be taken by the patient, advising the patient against practicing any sports activity and formally prohibiting his participation in the covered Race.

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

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

Territoriality : Entire world.

DESCRIPTION OF INSURANCE GUARANTEES

1/ CANCELLATION

The purpose of this coverage is to guarantee reimbursement, within the limits indicated in the Table of Guarantees, of the registration fees left as your responsibility, when you are obliged to cancel your participation in the covered Race, as a result of occurrence of any of the events listed below.

CANCELLATION FOR A MEDICAL REASON

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

• **Serious illness, Accident or death, including the aftermath, after-effects, complications or aggravation of an illness or accident, observed before subscribing the present Contract, involving:**

- you, your spouse or common-law partner, your ascendants or descendants (any degree), your guardian, or any person who usually lives under your roof,
- your brothers, sisters, including the children of the spouse or partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, stepfather, stepmother,
- your designated professional replacement at the time of subscription,
- the person designated at the time of the subscription of this contract, responsible, during your participation to the covered Race, for keeping your children of minor age or a disabled person living under your roof, provided that there is hospitalisation of more than 48 hours or death.

• **Pregnancy complications up to the 28th week, provided that the pregnancy was not known at the time of the subscription of this contract.**

• **Medical contraindication to participate in the covered Race** with medical documentation specifying unfitness to participate in said covered Race.

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

CANCELLATION FOR ALL JUSTIFIED RANDOM CAUSES

You are also covered, within the limit of the amount indicated in the Table of Guarantees, for **any other random event at all which represents an immediate, real and serious obstacle**, preventing your participation in the covered Race. Random event refers to any sudden and unforeseeable circumstance which is independent of the will of the Insured, justifying cancellation of participation in the covered Race. The random event must have a direct causal link to the impossibility of participating in the covered Race.

AMOUNT OF THE GUARANTEE

The indemnity paid in application of the present Contract may not under any circumstances surpass the amount for registration in the covered Race, declared at the time of subscription of the present Contract, and to the limits specified in the Table of Guarantees.

We reimburse you for the amount of cancellation fees billed under the conditions of the cancellation scale listed in the terms and conditions of registration of the organiser of the covered Race.

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

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

Two steps

1/ From the first sign of illness or as soon as you become aware of the event leading to application of the guarantee, you must notify **the organiser of the covered Race IMMEDIATELY**.

If you subsequently cancel with the organiser of the covered Race, we will only refund the cancellation fees starting from the date of the contraindication observed by a competent authority, in accordance with the cancellation scale included in the terms and conditions of registration of the organiser of the covered Race.

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

WHAT ARE YOUR OBLIGATIONS IN CASE OF A LOSS EVENT?

Your written declaration must be accompanied by:

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

You will have to provide ASSURINCO with the medical documents and information necessary for investigating your case, by using the pre-printed "Service Médical" envelope, which we send to you upon receipt of the declaration, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you will have to have them provided by your doctor and send them, using the pre-printed envelope mentioned above, to ASSURINCO.

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

- all photocopies of prescriptions for medications, analyses or examinations, as well as all documents serving as proof of their delivery or execution, and notably care forms including, for prescribed medications, the copy of the corresponding labels.

- the calculations from Social Security or from any other similar organisation, relative to reimbursement of the expenses for treatment and payment of daily indemnities,
- the original of the settled invoice for the debit which you are required to pay to the Organizer of the covered Race or which this latter party retains,
- the number of your insurance contract,
- the registration form for the covered Race,
- in case of an accident, you will have to indicate the causes and circumstances to us and provide us with the names and addresses of the responsible parties, as well as, if applicable, of the witnesses,
- and any other necessary document.

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

WHAT WE EXCLUDE

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

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

- Any event, illness or accident having been observed previously, a relapse, aggravation or hospitalisation between the date of registration for the covered Race and the date of subscription of the insurance contract,
- Any circumstance that is only a simple inconvenience,
- Conditions of pregnancy, related complications, beyond the 28th week of pregnancy and, in all cases, voluntary abortion, childbirth, in vitro fertilization and their consequences,
- Forgotten vaccination,
- Default of any kind, including financial, of the organiser of the covered Race, rendering execution of its contractual obligations impossible,
- Any medical event for which the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which did not result in hospitalization of greater than 3 consecutive days following subscription of the present Contract,
- Pollution, the local sanitation situation, natural disasters covered by the procedure mentioned by law no. 82.600 of 13 July 1982, as well as their consequences, meteorological or climatic events,
- The consequences of penal procedures in which you are involved,
- The absence of hazard,
- An act that is intentional and/or reprehensible by the Law, the consequences of inebriation and the consumption of drugs, of any narcotic substance mentioned in the Public Health Code, of medications and treatments not prescribed by a doctor,
- Due to the mere fact that the geographical destination of the covered Race is ill-advised by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Non-presentation, for any reason at all, of documents which are necessary for participation in the covered Race, such as passport, identification card, visa, transport tickets, vaccination records, except in case of theft, within the 48 days before the departure, of the passport or identification card.

2/ INTERRUPTION OF THE COVERED RACE

In case of abandonment of the covered Race, for whatever reason, we will refund, with presentation of supporting documentation, your accommodation costs (room and breakfast) until the last day of the covered Race, to the limit indicated in the Table of Guarantees.

WHAT ARE YOUR OBLIGATIONS IN CASE OF A LOSS EVENT?

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

You must send us all documents necessary for establishment of the file, and to demonstrate the legitimacy and amount of the claim.

In any case, you will have to provide:

- The registration invoice for the covered Race,
- Proof from the organiser of the covered Race proving that you have dropped out,
- The accommodation costs that you have incurred,
- Any other document that we deem necessary for investigation of the case.

GENERAL EXCLUSIONS

The following are not covered:

- Harm caused intentionally by the Insured and that resulting from his participation in a crime, misdemeanour or altercation, except in a case of legitimate defence,
- The amount for condemnations and their consequences,
- The use of narcotics or drugs not prescribed medically,
- The state of alcoholic intoxication,
- Participation in competitions or contests of endurance or speed and their preparatory trials, aboard any machine of locomotion on land, water or in the air,
- Consequences of failure to respect the recognised rules of safety related to the practice of any sports activity,
- Accidents resulting from your participation, even as an amateur, in the following sports: mechanical sports (regardless of the motorized vehicle used), aerial sports, high mountain climbing, bobsled, hunting of dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports involving international, national or regional ranking,
- Voluntary failure to observe the rules of the country visited or the practice of activities not authorised by the local authorities,
- Official bans, seizures or restrictions by the public authorities,
- Use by the Insured of aerial navigation equipment,
- Use of war machines, explosives and firearms,
- Damage resulting from intentional or fraudulent fault of the Insured in conformity with article L.113-1 of the Insurance Code,
- Suicide or attempted suicide,
- Epidemics, pollution, natural disasters,
- Civil or foreign war, riots, strikes, demonstrations, acts of terrorism, hostage-taking,
- Disintegration of an atomic nucleus or any radiation coming from a source of radioactive energy.

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

HANDLING OF COMPLAINTS

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

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

MUTUAIDE
Service Assurance
TSA 20296
94368 Bry sur Marne Cedex

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

If the disagreement persists, you may refer the matter to the Insurance Mediator by mail to:

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

DATA COLLECTION

The Insured recognises being informed that the Insurer processes his personal information in accordance with regulations on the protection of personal information which are in effect and that, in addition:

- The answers to the questions asked are mandatory and that, in case of false statements or omissions, the consequences for him may be invalidity of his enrolment in the contract (article L 113-8 of the Insurance Code) or reduction of the indemnities (article L 113-9 of the Insurance Code),
- The processing of personal information is necessary for enrolment and execution of his contract and its guarantees, for management of the commercial and contractual relationships, and to satisfy legal, regulatory and administrative provisions in effect.
- The data collected and processed are kept for the duration necessary for fulfilment of the contract or the legal obligation. This data is then archived in accordance with the durations specified by provisions related to time limits.
- The recipients of the data concerning him are, within the limits of their duties, the services of the Insurer in charge of establishment, management and execution of the Insurance Contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers, within the framework of carrying out their assignments. It may also be sent to professional bodies as well as to all persons involved in the contract, such as lawyers, insurance adjusters, court officers and ministerial officers, guardians and investigators. Information relating to him may also be sent to the Subscriber, as well as to all persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and supervisory authorities and any public bodies authorised to receive it as well as to the services in charge of control such as statutory auditors, auditors and departments in charge of internal control).
- As a financial institution, the Insurer is subject to legal obligations resulting mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it performs monitoring of contracts which could result in establishment of a declaration of suspicion or a measure of freezing of assets.

Data and documents relating to the Insured are retained for a period of five (5) years from the termination of the contract or termination of the relationship.

- Personal information may also be used as part of handling related to the fight against fraud which may result, if applicable, in placement on a list of people presenting a risk of fraud.

Placement on this list may have the effect of increasing the time necessary to examine his case, or of reduction or refusal of a right, benefit, contract or service.

Within this context, his personal information (or concerning the persons who are parties to or concerned by the contract) may be processed by any authorised person intervening within the entities of the Insurer Group in the fight against fraud. This information may also be sent to the authorised staff of organisations directly affected by fraud (other insurance organisations or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, departmental officers, third-party organisations authorised by a legal provision and, where applicable). appropriate, victims 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 are kept for up to five (5) years from the closing date of the fraud file, or until the end of the legal proceedings and of the applicable time limits.

For persons placed on a list of presumed fraudsters, the data concerning them are suppressed 5 years following the date of placement on this list.

- As an insurer, it is entitled to carry out data processing relating to offenses, convictions and security measures either at the time of the subscription to the contract, during the effective period of the contract, or within the framework of handling a dispute.
- Personal information may also be used by the Insurer within the framework of processing that it does for the purposes of research and development to improve the quality or relevance of its future insurance products and / or assistance and service offers.
- His personal information may be accessible to certain employees or service providers, located in countries outside the European Union.
- By providing proof of his identity, the Insured has the right to access, rectify, eliminate and object to the information processed. He also has the right to request to limit the use of his information when it is no longer needed, or to recover the data he provided, in a structured format, when it is necessary for the contract or when he has approved use of this information.

He has a right to provide instructions regarding what will be done with his personal information after his death. These instructions, general or specific, concern retention, elimination and communication of his data after his demise.

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

- by email: to DRPO@MUTUAIDE.fr
- or
- 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 obtaining satisfaction, he has the possibility of referring the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

SUBROGATION

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

TIME LIMIT

In keeping with article L 114-1 of the Insurance Code, all actions resulting from the present contract are time-barred by two years starting from the causal event. This period is extended to ten years for death guarantees, and actions by beneficiaries have a time limit of thirty years following this event.

However, this timeframe is only applicable:

- in case of hesitation, omission or false or inaccurate declaration about the risk incurred, starting from the day that the Insurer became aware of it;
- in case of a claim, on the day that the concerned parties became aware of it, if they prove that they were not aware up to that point.

When the action of the Insured against the Insurer results from the recourse of a third party, the statute of limitations only starts to run from the day that this third party initiated 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 party owing the obligation that it was due to the party against whom the time limit expired (article 2240 of the Civil Code);
- a request in a court of law, even in urgent proceedings, until termination of the procedure. The same is true when it is brought before a court which is not competent or when the acts of referral of the matter to the court is annulled due to a procedural error (articles 2241 and 2242 of the Civil Code). The interruption is null and 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 conservatory measure taken in application of the Code of Civil Procedures of Execution or an act of forced execution (article 2244 of the Civil Code).

It is reminded that:

- Notification to one of the joint debtors about a petition to a court or about an act of forced execution, or recognition by the party owing the obligation that it was due to the party against whom the time limit expired, interrupts the time limit against all others, even against their heirs.
- However, notification to one of the heirs of a joint debtor or recognition of this heir does not interrupt the time limit with regard to the other co-heirs, even in case of mortgage debt, if the obligation is divisible. This notification or recognition only interrupts the time limit, with regard to the other co-debtors, for the portion for which this heir responsible.

To interrupt the time limit for everyone, with respect to the other co-debtors, it is necessary for all the heirs of the deceased debtor to be notified, or for all these heirs to recognise the rights of the party to whom they are owed (article 2245 of the Civil Code).

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

The time limit may be interrupted also by:

- the designation of an expert following a claim;
- mailing of a registered letter with confirmation of receipt (sent by the Insurer to the Insured concerning the action for payment of the premium, and sent by the Insured to the Insurer as concerns payment of the indemnity).

SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to determination and payment of benefits shall be submitted 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.

FALSE DECLARATIONS

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

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

REGULATION AUTHORITY

The authority in charge of regulation of MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.



Une nouvelle idée de l'assurance tourisme et loisirs

122 bis quai de Tounis
BP 90932
31009 TOULOUSE Cedex
Tél : 05 34 45 31 51
Fax : 05 61 12 23 08
E-Mail : sinistre@assurinco.com

Mutuaide

126 rue de la Piazza, CS 20010
93196 Noisy le Grand Cedex

Assurinco Assurance Voyage

Filiale de Cabinet Chaubet Courtage - SARL de courtage en assurances au capital de 140 750 € Siège Social : 122 Bis Quai de Tounis, 31000 TOULOUSE – www.assurinco.com RCS TOULOUSE N° SIREN 385 154 620 Immatriculé à l'ORIAS dans la catégorie courtier d'assurance sous le N°07001894 site web ORIAS : www.orias.fr

Mars 2021

SPECIAL GUARANTEES FOR EPIDEMICS AND PANDEMICS VALID AS AN EXTENSION OF YOUR CONTRACT No.5060



Une nouvelle idée de l'assurance tourisme et loisirs

For any insurance claim, please contact ASSURINCO

By e-mail: sinistre@assurinco.com

By phone from France: 05.34.45.31.51

By phone from abroad: +33534453151 preceded by the local access code for the international network

Monday to Thursday from 2pm to

6pm Friday from 2pm to 5pm

ASSURINCO

122 bis, quai de Tounis BP 90 932 - 31 009 TOULOUSE CEDEX

TABLE of GUARANTEES

CANCELLATION	Maximum amounts covered
Cancellation due to illness declared in the month prior to departure in the event of epidemics or pandemics	€ 5,000 / person Deductible: € 70
Cancellation for denied boarding due to temperature reading	

DEFINITIONS

EPIDEMIC: Abnormally high incidence of disease in a given time period and region.

PANDEMIC: A pandemic that develops over a vast territory, transcending borders and is described as a pandemic by the World Health Organization (WHO) and/or the competent local public authorities of the country where the disaster occurred.

ILLNESS: Any sudden and unpredictable impairment of health noted by a relevant medical authority.

SERIOUS ILLNESS: Any sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim found by a relevant medical authority resulting in the issuance of an order to take medication for the benefit of the patient and involving the cessation of any professional or other activity.

QUARANTINE: Isolation of the person, in case of suspicion of illness or proven illness, decided by a local relevant authority, in order to avoid a risk of propagation of the said disease in the context of an epidemic or pandemic.

DESCRIPTION OF GUARANTEES

1/ CANCELLATION

CANCELLATION DUE TO ILLNESS DECLARED IN THE MONTH PRIOR TO DEPARTURE IN THE EVENT OF AN EPIDEMIC OR PANDEMIC

You are guaranteed for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Guarantees:

Serious illness (including serious illness following an epidemic or pandemic declared in the 30 days prior to departure), serious bodily injury or death, diagnosed prior to the subscription of your trip by:

- You, your de jure or de facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living in your household,
- your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, in-law,
- Your professional replacement appointed when this contract was taken out,
- The person designated at the time of taking out this contract, responsible during your stay for keeping or accompanying your minor children on holiday, or the disabled person living under your roof, provided that there is hospitalisation of more than 48 hours or death.

CANCELLATION FOR DENIED BOARDING DUE TO TEMPERATURE READING

Denied boarding following a temperature check by the Beneficiary/Insured person on arrival at the airport of departure. (A supporting document issued by the transport company that denied you boarding, or by the health authorities, must be sent to us; in the absence of this supporting document, no compensation will be possible).

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

WHEN SHOULD YOU DECLARE THE INCIDENT?

There are two steps

1/ From the first manifestation of the illness, you must **IMMEDIATELY notify your travel agency.**

If you cancel the trip later with your travel agency, we will only refund the cancellation fees from the date of the contraindication found by a relevant authority, in accordance with the cancellation schedule set out in the Specific Terms and Conditions of Sale of the travel agency.

2 / On the other hand, you must declare the incident to ASSURINCO within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN CASE OF AN INCIDENT?

Your written claim must be accompanied by:

- a medical certificate and / or an administrative bulletin of hospitalisation specifying the origin, the nature, the gravity and the foreseeable consequences of the illness,

You will have to provide ASSURINCO with the documents and medical information necessary to examine your file, as well as the medical questionnaire to be completed by your doctor.

You will also need to send any information or documents that you will be asked for that justify the reason for your cancellation, including:

- All photocopies of prescriptions prescribing medications, tests or examinations, as well as all documents justifying their issue or execution, and in particular medical insurance forms containing, for the prescribed medications, a copy of the corresponding vignettes,
- The statements of the Social Security or any other similar body, relating to the reimbursement of treatment fees and the payment of daily allowances,
- The original of the paid debit invoice that you are required to pay to the travel agency or that the latter retains,
- The number of your insurance policy,
- The registration form issued by the travel agency,
- In the event of an accident, you will have to specify the causes and circumstances and provide us with the names and addresses of the persons responsible, as well as, if any, witnesses,
- In the event of denied boarding: a supporting document issued by the transport company that denied you boarding, or by the health authorities, must be sent to us; in the absence of this supporting document, no compensation will be possible,
- And any other document that is necessary.

In addition, it is expressly agreed that you accept in advance the principle of inspection by our medical adviser. Therefore, if you oppose it without legitimate reason, you will lose your rights to guarantee.

WHAT WE EXCLUDE IN CASE OF EPIDEMICS AND PANDEMICS

The Cancellation guarantee does not cover the impossibility of leaving related to border closures, the physical organisation, to the conditions of accommodation or security of the destination.

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

- An event, illness or accident that has been the subject of a first observation, a relapse, an aggravation or a hospitalisation between the date of purchase of the stay and the date of subscription of the insurance contract,
- Any circumstance detrimental only to simple enjoyment,
- Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- Failure to obtain a vaccination,
- The default of any kind, including financial, of the carrier rendering impossible the performance of its contractual obligations,
- The lack or excess of snow,
- Any medical event for which the diagnosis, the symptoms or the cause thereof are of a psychological, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than 3 consecutive days subsequent to the subscription of this Contract,
- Pollution, the local health situation, natural disasters subject to the procedure referred to by Law No. 82.600 of 13 July 1982 and their consequences, weather or climate events,
- The consequences of criminal proceedings that you are subject to,
- Any other event occurring between the date of subscription to the insurance contract and the date of departure of your trip
- Any event that occurred between the date of purchase of the trip and the date of subscription of the insurance contract.
- The absence of unforeseeable circumstances,
- Of an intentional and / or punishable act by the law, the consequences of the drunkenness and the consumption of drugs, of any stupefying substance mentioned in the Code of Public Health, of drugs and treatments not prescribed by a doctor,
- The simple fact that the geographical destination of the trip is discouraged by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event that could be the responsibility of the travel agency under the current Tourism Code,
- The non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, transport tickets, vaccination card, except in case of theft within 48 days prior to departure.

GENERAL EXCLUSIONS IN CASE OF EPIDEMICS AND PANDEMICS

The following do not give rise to any action on our part:

- Services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, a posteriori, to a refund or compensation,
- Meal and hotel costs, except those specified in the text of the guarantees,
- Damage caused intentionally by the Beneficiary/Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,
- The amount of the damages and their consequences,
- The use of narcotics or drugs not prescribed medically,
- Being under the influence of alcohol,
- Customs duties,
- Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- Expenses incurred after the return from the trip or the expiry of the guarantee,
- Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- Official prohibitions, asset seizures or constraints by law enforcement officers,
- The use by the Beneficiary/ Insured of air navigation equipment,
- The use of the tools of war, explosives or firearms,
- Damage resulting from intentional or fraudulent misconduct of the Insured in accordance with Article I.113-1 of the French Insurance Code,
- Suicide and attempted suicide,
- Epidemics unless otherwise stipulated in the guarantee, pollution, natural disasters,
- Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- The decay of an atomic nucleus or any radiation from an energy source having a radioactive character.

Assurinco Assurances Voyages

Subsidiary of Cabinet Chaubet Courtage - SARL (a limited company) an insurance broker with a capital of €140 750

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