

ANNEX 1: FACT SHEET

FACT SHEET OF THE ALL CAUSES CANCELLATION POLICY NO. 3894

HOW TO CONTACT OUR INSURANCE DEPARTMENT

CABINET ALBINET
5, Cité de Trévisse – 75009 PARIS
Monday to Friday 9am – 6pm

- **by telephone from France: 01 48 01 84 84**
- **by telephone from overseas: 33 1 48 01 84 84, preceded by the local international access code**
- **by email: contact@cabinetalbinet.fr**

Have the following information ready, as it will be requested during your call:

- The policy no. 3894,
- Your surname and forenames,
- Your home address,
- A contact telephone number,
- The reason for your declaration.

During the first call, an insurance case number will be given to you. State this systematically in all later relations with our Insurance Department.

TABLE OF COVER

INSURANCE COVER	LIMIT
<p>CANCELLATION (A)</p> <ul style="list-style-type: none"> ✓ Death, serious illness or serious bodily accident of the Policyholder or a member of his family ✓ Death of uncles, aunts, nephews and nieces ✓ Pregnancy complications up to the 28th week ✓ Serious damage in private or business premises ✓ Theft in private or business premises ✓ Convening as witness or for jury service ✓ Convening for a child adoption procedure ✓ Convening for an examination resit ✓ Obtaining a salaried job or paid internship ✓ Redundancy on economic grounds ✓ Professional transfer ✓ Withdrawal and modification of paid leave ✓ Serious damage to the vehicle 48 hours before departure ✓ Theft of identity documents 48 hours before departure ✓ Contraindication to vaccination ✓ Cancellation for separation of couple ✓ Riot, attack, act of terrorism occurring overseas ✓ Cancellation of professional meeting ✓ Any random event constituting an immediate real and serious barrier 	<p>(A) €15,000 per trip insured</p>

ARTICLE 1 – DEFINITIONS AND SCOPE**About us**

MUTUAIDE ASSISTANCE – 8/14 avenue des Frères Lumière – 94368 Bry-sur-Marne Cedex – SA [limited company] with a share capital of €9,590,040 fully paid-up – Company governed by the French Insurance Code RCS 383 974 086 Créteil – VAT FR 31 3 974 086 000 19.

Serious bodily accident

Sudden impairment of the health deriving from a sudden action of an external cause, not deliberate on the part of the victim, recorded by a competent medical authority and entailing the issuance of a medical prescription to the patient, and entailing the cessation of any professional activity, and for people without professional activity the hospitalisation of at least eight days or a medical certificate banning them from getting out of bed for at least eight days.

Beneficiary/Policyholder

Private individual or group duly insured under this policy and designated hereunder under the term “you”. These people must have their domicile in France or anywhere in the world.

Domicile

Your principal and usual place of residence in France or anywhere in the world. In the event of dispute, the tax address constitutes the domicile.

Territoriality

Whole world.

Trips covered

The duration of the trip limited to 90 consecutive days.

Events covered

Cancellation all causes.

Serious illness

Sudden and unforeseeable impairment to the health recorded by a competent medical authority entailing the issuance of a medical prescription to the patient, and entailing the cessation of any professional activity, and for people without professional activity the hospitalisation of at least eight days or a medical certificate banning them from getting out of bed for at least eight days.

Loss event

Event of a random nature activating the cover of this policy.

Maximum per event

In the event where the cover is exercised in favour of several policyholders victims of a same event and insured under the same special conditions, the insurer’s cover is in any event limited to the maximum amount set out under this cover irrespective of the number of victims. Consequently, the indemnities shall be reduced and paid on a proportional basis to the number of victims.

Family members

Your legal or *de facto* spouse or any person bound to you by a civil partnership agreement, your ascendants or descendants or those of your spouse, your stepfathers, stepmothers, brothers, sisters, stepbrothers, stepsisters, brothers-in-law, sisters-in-law or those of your spouse. They must live in the same country as you, unless contractually stipulated otherwise.

Nullity

Any fraud, falsification or false declarations and false testimonies that may implement the cover provided in the agreement shall entail the nullity of our commitments and forfeiture of the rights set out in the said agreement.

ARTICLE 2 – DESCRIPTION OF THE CANCELLATION INSURANCE COVER

NB: you have a period of 10 days from your rental agreement to take out the insurance.

CANCELLATION FOR MEDICAL REASONS

The cover is acquired to you for the reasons and circumstances listed hereunder, to the exclusion of any others, within the limit of the amount indicated in the Table of Cover:

- **Death, serious injury, serious bodily accident**, including the after-effects, sequelae, complications or aggravation of an illness or accident, recorded before booking your trip, **to you or to a member of your family**.
- **Death of an uncle, aunt, nephew or niece.**
- **Pregnancy complications up to the 28th week**,
 - ✓ and which entail the absolute cessation of any professional or other activity, and providing at the time of departure you are not more than 6 months pregnant, or
 - ✓ if the very nature of the trip is incompatible with the condition of pregnancy, providing you did not know of your condition at the time of booking.

It is down to you to establish the reality of the situation entitling you to our cover. We reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

CANCELLATION ALL CAUSES

The cover is acquired to you for the reasons and circumstances listed hereunder, to the exclusion of any others, within the limit of the amount indicated in the Table of Cover:

- **Serious material damage** imperatively requiring your presence on the planned date of departure to take the necessary interim measures, following burglary, fire, water damage or damage by natural elements, and affecting more than 50% of your private or business premises.
- **Theft in private or business premises**, imperatively requiring your presence on the planned date of departure, providing it occurs within 48 hours of your departure.
- **Your convening as witness or for jury service**, requiring your presence during your insured trip, that cannot be deferred, and providing the convening was not known at the time of taking out the insurance policy.
- **Your convening for adoption of a child**, requiring your presence during your insured trip, that cannot be deferred, and providing the convening was not known at the time of taking out the insurance policy.
- **Your convening**, on a date during your trip, **to a university examination resit**, providing the failure of the examination was not known at the time of taking out this insurance policy.
- **Obtaining a salaried job or paid internship**, taking effect before or during the dates planned for your trip, when you were registered with the Job Centre, providing it is not a case of extension, renewal or modification of contract type or a mission provided by a temporary job agency.
- **Redundancy on economic grounds** of you or your legal or *de facto* spouse, providing the procedure was not instigated on the date of taking out this policy and/or you did not know the date of event at the time of taking out the policy.

- **Your professional transfer**, not on disciplinary grounds, imposed by your employer, requiring you to relocate during your insured trip or within the 8 days preceding your departure, and providing the transfer was not known at the time of taking out the insurance policy.
- **Withdrawal or modification to the date of your paid leave by your employer**. This cover is granted to salaried employees, to the exclusion of members of a self-employed profession, directors, legal representatives of a company, freelance workers, artisans and casual entertainment industry workers. This leave, corresponding to an acquired right, must have been agreed in advance by your employer.
- **Serious damage to your vehicle** occurring within the 48 hours preceding the departure, and insofar as this cannot be used to take you to the place of holiday.
- **Theft**, within the 48 hours preceding your departure, **of your identity documents** (passport, identity card) essential to pass through customs as required for your trip, providing a declaration of theft has been made promptly to the nearest police authorities.
- **Contraindication to vaccination**, after-effects of vaccination, or medical impossibility of following a preventative treatment necessary for the destination chosen for your trip.
- **Cancellation owing to separation of couple**, married, bound by a civil partnership agreement, or registered as living together as a couple. This cover is only acquired on the presentation of legal and administrative documents proving the real nature of the separation or the shared life in the event of living together (divorce proceedings, termination of civil partnership agreements, all documents attesting to the shared life of the couple, gas and electricity bills, telephone bills, joint bank accounts, joint declaration, etc.).
- **Riot, attack or act of terrorism occurring overseas**, in the town(s) of destination of your trip. The cover is acquired to you in the event of riot, attack or act of terrorism when at least 2 of the 3 following conditions are met:
 - The event has entailed material damage and bodily injury in the town(s) of destination of your trip,
 - The French Ministry of Foreign Affairs strongly advises against travel to the town(s) of destination of your trip,
 - The date of your departure is scheduled for less than 30 days after the event, and this must occur after you book your trip.
- **Cancellation of business meeting**, providing the meeting had not been fixed after taking out the insurance policy and you are able to provide a document from the host company specifying the date and place of meeting and the reason for cancellation.

ALL RISKS CANCELLATION

The cover is acquired to you **for any other random event constituting an immediate, real and serious barrier** preventing your departure and/or the exercising of the activities planned during your trip. Random event denotes any sudden, unforeseeable circumstance outside of the control of the policyholder justifying cancellation of the trip. The random event must have a direct causal link with the impossibility to leave.

AMOUNT OF THE COVER

The indemnity paid pursuant to this contract may not under any circumstances exceed the price of the trip declared upon taking out this policy, and within the limits set out in the Table of Cover.

We will reimburse you for the amount of the cancellation costs billed under the conditions of the cancellation scale listed in the Table of Cover.

Administration fees, tips, visa costs and the premium paid for this policy are not reimbursable.

No reimbursement shall be made for partial cancellation or interruption of your trip.

WHEN MUST YOU DECLARE THE LOSS EVENT?

Two stages

1/ Upon the first manifestation of the illness or upon learning of the event entailing the cover, you must **IMMEDIATELY** notify your **MORNING CROISSANT** agency.

If you cancel the trip later with your MORNING CROISSANT agency, we will only reimburse you for the cancellation costs from the date of the contraindication recorded by a competent authority, in compliance with the cancellation scale presented in the special conditions of sale of the MORNING CROISSANT agency.

2/ Secondly, you must declare the claim to the CABINET ALBINET, within five business days of the event entailing the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF CLAIM?

Your declaration of claim written must be accompanied:

- in the event of hospitalisation or accident, by a medical certificate and/or administrative hospitalisation form specifying the origin, nature, seriousness and foreseeable consequences of the illness or accident,
- in the event of death, by a death certificate and the civil status certificate,
- in other cases, by any evidence justifying the reason for your cancellation.

You must send to CABINET ALBINET – 5, Cité de Tréville – 75009 PARIS the documents and medical information necessary to examine your claim, using the pre-printed “Service Médical” envelope that we will send you upon receipt of the declaration of claim, together with the medical questionnaire to be completed by your doctor.

If you do not hold these documents or this information, you must obtain them from your attending physician and send them to CABINET ALBINET using the pre-printed envelope mentioned above.

You must also send all information or documents requested of you in order to give evidence of the reason for your cancellation, and notably:

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations and all documents evidencing their issuance or execution, and notably patient forms comprising, for the medicines prescribed, the copy of the corresponding stickers,
- ✓ the statements of Social Security or any other similar organisation relative to the reimbursement of the treatment costs and payment of the daily allowances,
- ✓ the original of the paid bill that you are bound to submit to the travel agency or that it keeps,
- ✓ the number of your insurance policy,
- ✓ the booking form issued by the travel agency,
- ✓ in the event of accident, you must specify its causes and circumstances and provide us with the name and addresses of the people responsible and any witnesses,
- ✓ and any other necessary document.

Furthermore, it is expressly agreed that you agree in advance to the principle of a check by our medical examiner. Consequently, if you object to this without legitimate reason, you will lose entitlement to cover.

ARTICLE 3 – EXCLUSIONS FROM THE CANCELLATION COVER

The Cancellation cover does not cover the impossibility to leave linked to the material organisation of the conditions of accommodation or safety of the destination.

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

- An event, illness or accident having been the subject of an initial record, a relapse, an aggravation or hospitalisation between the date of purchase of the trip and the date of taking out the insurance policy,
- Any circumstances only affecting simple enjoyment,
- Pregnancy, including its consequences, beyond the 28th week, and in all cases voluntary termination of pregnancy, childbirth, in vitro fertilisation, and their consequences,
- Forgotten vaccinations,
- Failing of any type, including financial, of the carrier, making it impossible to fulfil its contractual obligations,
- Absence or excess of snow,
- Any medical event whereby the diagnosis, symptoms or cause are of a mental, psychological or psychiatric nature, and which did not give rise to hospitalisation of over 3 consecutive days after taking out this Policy,
- Pollution, the local health situation, natural disasters subject of the procedure set out by Law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- The consequences of criminal proceedings to which you are subject,
- Absence of unknown risk,
- Intentional and or legally punishable act, the consequences of drunkenness and consumption of drugs, any narcotic mentioned in the French Public Health Code, medicines and treatments not prescribed by a doctor,
- The simple fact that the geographic destination of the trip is advised against by the French Ministry of Foreign Affairs,
- An act of negligence on your part,
- Any event whereby the liability could be incumbent upon the travel agency pursuant to the French Tourism Code in force,
- Failure to arrive, for any reason, of documents essential to the trip, such as passport, identity card, visa, transport tickets, vaccination log, save in the event of theft, 48 hours before departure, of the passport or identity card.

ARTICLE 4 – GENERAL EXCLUSIONS

The following are not covered:

- The costs of catering, hotel, save those specified in the text of the cover,
- Damages caused deliberately by the Beneficiary/Policyholder and those resulting from its participation in a crime, an offence or a fight, save in the case of legitimate defence,
- The use of narcotics or drugs not medically prescribed,
- The state of drunkenness,
- Participation as competitor in a competition sport or a rally giving entitlement to national or international classification, which is organised by a sports federation for which a licence is issued, and training with a view to these competitions,
- Professional practice of any sport,
- Participation in competitions or endurance or speed tests and their preparatory trials, on board any land, sea or air locomotion engine,

- The consequences of failure to respect recognised safety rules linked to the practice of any leisure sport activity,
- The costs incurred after return from the trip or expiry of the cover,
- Accidents resulting from your participation, even as amateur, in the following sports: mechanical sports (whatever the motor vehicle used), air sports, mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, speleology, snow sports comprising an international, national or regional classification,
- Deliberate failure to observe the legislation of the country visited or the practice of activities not authorised by the local authorities,
- Official bans, seizures or constraints by the police force,
- Piloting by the Beneficiary/Policyholder of air navigation craft,
- The prohibited use of war machines, explosives and firearms,
- Damages resulting from deliberate or deceitful fault of the Beneficiary/Policyholder in compliance with Article L.113-1 of the French Insurance Code,
- Epidemic, pollution, natural disaster.

MUTUAIDE ASSISTANCE cannot be held liable under any circumstances for breaches or inconvenience to the execution of its obligations which result from an event of force majeure, or events such as civil or foreign war, riot or popular uprising, lockout, strike, attack, act of terrorism, piracy, storm and hurricane, earthquake, cyclone, volcanic eruption or other cataclysm, radioactive contamination, machinery explosion and radioactive nuclear effects, epidemic, effects of pollution and natural disaster, effects of radiation, or any other exceptional circumstance or event of force majeure, and their consequences.

ARTICLE 5 – PROCESSING OF COMPLAINTS

In the event of disagreement or dissatisfaction over the implementation of your policy, we ask you to notify it to CABINET ALBINET by calling 01 48 01 84 84 or writing to contact@cabinetalbinet.fr.

If the response you obtain is not satisfactory to you, you can send a letter to:

MUTUAIDE
Service Assurance
TSA 20296
94368 Bry sur Marne Cedex

MUTUAIDE undertakes to acknowledge receipt of your letter within a period of 10 business days. It will be processed within no more than 2 months.

If the disagreement persists, you can resort to the Insurance Ombudsman, whose contact details will be given on the letters of response to your complaint or on our website.

ARTICLE 6 – DATA PROTECTION:

Within the framework of the control of the service quality delivered, telephone conversations between beneficiaries and the services of MUTUAIDE ASSISTANCE may be recorded for evidence purposes.

In compliance with the French Data Protection Act no. 78-17 of 6 January 1978, the beneficiary is informed that the personal data collected during his call is essential to implement the assistance services defined in these general conditions.

Absence of response will entail forfeiture of the cover provided by the agreement.

This information is intended for the internal use of MUTUAIDE ASSISTANCE and the people required to intervene and responsible for the delivery, management and execution of the policy, within the limit of their respective remits.

MUTUAIDE ASSISTANCE undertakes to take all useful precautions to protect the confidentiality and security of the personal data (and generally all data) and notably to prevent

it being distorted, damaged or communicated to unauthorised third parties, and more generally to implement the technical and organisation measures appropriate to protect the personal data against accidental or illegal destruction, accidental loss, alteration, unauthorised distribution or access, notably when the processing comprises transmission of data in a network, and against any form of illegal processing. It undertakes to have its subcontractors make the same commitments.

The beneficiary has a right of access, communication, rectification and objection to his personal data by contacting the Data Protection Officer – MUTUAIDE ASSISTANCE 8/14 Avenue des Frères Lumière – 94368 BRY SUR MARNE Cedex.

ARTICLE 7 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Beneficiary, to the limit of the indemnities paid and the services provided by it, against any person responsible for the acts having led to its intervention. When the services provided pursuant to the agreement are wholly or partly 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 8 – TIME LIMITATION

Pursuant to Articles L.114-1 and L.114-2 of the French Insurance Code, any action resulting from this policy is time limited by a period of two years from the event giving rise thereto.

ARTICLE 9 – SETTLEMENT OF DISPUTES

Any dispute relating to this policy and which has not been settled amicably between the parties shall be brought before the competent court under the conditions defined by Articles L.114-1 and L.114-2 of the French Insurance Code.

ARTICLE 10 – FALSE STATEMENTS

Where they change the object of the risk or reduce our opinion thereof:

- Any withholding of information or deliberately false declaration on your part shall entail nullity of the policy. The premiums paid shall remain acquired to us and we will be entitled to demand payment of the premiums due, as set out in Article L.113-8;
- Any omission or inaccurate declaration on your part whereby bad faith is not established shall entail termination of the contract 10 days after notification sent to you by registered letter, and/or application of the reduction in indemnities of the French Insurance Code as set out in Article L.113-9.

ARTICLE 11 – CONTROL AUTHORITY

The authority responsible for the control of MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 61 rue Taitbout – 75009 Paris.