



MEETCH SNOW GUARANTEE CONTRACT NO.  
550340900



# INFORMATION LEAFLET



**MEETCH SNOW GUARANTEE CONTRACT NO.  
550340900**



**HOW TO CONTACT OUR MEETCH INSURANCE  
DEPARTMENT**

**PHENOMEN - 141 avenue de Wagram 75017 PARIS**  
Monday to Friday, 9.00am to 12.00pm and 2.00pm to 4.30pm

**We invite you to report your claim on :**  
<https://claim.meetch.io/fr>

**If you have any problems, please use the two contact methods below to ensure that your case is dealt with as efficiently as possible:**

- **by e-mail:** [contact@meetch.io](mailto:contact@meetch.io)
- **by post:** PHENOMEN - 141 avenue de Wagram 75017 PARIS

**Remember to gather the following information, which you will be asked to provide when you call:**

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

**On your first call, you will be given an insurance file number. Remember to quote this number whenever you contact our Insurance Department.**



INSURANCE GUARANTEES	CEILING
<p><b>1 / CANCELLATION</b></p> <p>✓ <b>Cancellation for medical reasons</b> Of which :</p> <ul style="list-style-type: none"><li>-Cancellation due to illness declared in the month prior to departure in the event of an epidemic or an emergency. pandemic</li></ul> <p>✓ <b>Cancellation for all random causes</b></p> <p>✓ <b>Cancellation for lack or excess snow Of which:</b></p> <ul style="list-style-type: none"><li>- Cancellation</li><li>- Deferral fee</li><li>- No access to the station</li></ul> <p><b>2 / INTERRUPTION OF STAY FEES (in the event of early return)</b></p> <p>✓ <b>Reimbursement of unused ground services</b> pro rata temporis (excluding transport) (B)</p>	<p>10,000 per person, limited to €40,000 per stay</p> <p>10,000 per person, limited to €40,000 per stay</p> <p>10,000 per person, limited to €40,000 per stay Action threshold: 2 consecutive days of closure in the 5 days prior to departure</p> <p>Postponement fee of 5% of the price of the trip (€150 / accommodation maximum) 40 € / file</p> <p>1 day pro rata temporis of the total amount of services Intervention threshold: 5 consecutive hours of station access closure</p> <p>10,000 per person</p>



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## ARTICLE 1 - DEFINITIONS AND SCOPE

### **We, the Insurer**

CAISSE MEUSIENNE D'ASSURANCES MUTUELLES  
(CMAM)

Mutual insurance company with variable contributions against accidents and other miscellaneous risks. A private company governed by the Insurance Code. Head office located at 22 rue Nève, C.S. 40056 - BAR LE DUC CEDEX, ACPR approval number 04170403, SIREN number 311 765 305, represented by its legal representatives.

Hereinafter: the "Insurer"

### **Serious bodily injury**

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

### **Attack**

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

This "attack" must be registered by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider them to be one and the same coordinated action, this event will be considered to be one and the same.

### **Beneficiary**

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

### **Injury**

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

### **Natural disasters**

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

### **COM**

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

### **Guaranteed travel**

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

### **Home**

Domicile is considered to be the principal and habitual place of residence in France, in the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe. In the event of a dispute, the tax domicile constitutes the place of residence.



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#### **DOM-ROM, COM and sui generis local authorities**

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

#### **DROM**

DROM refers to the French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

#### **Duration of guarantees**

- Cancellation" cover takes effect on the day you take out the insurance contract and expires on the day you leave on your trip.
- The period of validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days.

#### **Epidemic**

Abnormally high incidence of a disease over a given period and in a given region.

#### **European Economic Area (EEA)**

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

#### **Foreign**

Any country other than your country of residence.

#### **Europe**

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

#### **Events covered by insurance**

Depending on the products purchased :

- ✓ Cancellation
- ✓ Interruption of stay

#### **Performance of services**

The benefits covered by this agreement may only be activated with the prior agreement of CMAM. Consequently, no expense incurred by the Beneficiaries on their own authority may be reimbursed by CMAM.

#### **Franchise**

The proportion of the claim borne by the Beneficiary under the contract in the event of compensation following a claim. The excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

#### **Group**

All participants listed on the same travel registration form.

#### **Long-haul :**

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

"Medium-haul.



**Disease**

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

**Serious illness**

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for medication and the cessation of all professional or other activities.

**Maximum per event**

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

**Family members**

Your legal or de facto spouse or any person linked to you by a civil union, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct 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 journeys to Europe and the Maghreb countries.

**We organise**

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

**We take care of**

We finance the service.

**Nullity**

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

**Pandemic**

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

**Quarantine**

Isolation of the person, in the event of suspected or confirmed illness, decided by a competent local authority, with a view to avoiding the risk of the said illness spreading in the context of an epidemic or pandemic.

**Claims**

An event of a random nature likely to trigger cover under this policy.

**Territoriality**

Worldwide



## ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

### 1/ CANCELLATION FOR ANY RANDOM CAUSE

#### CANCELLATION FOR MEDICAL REASONS

You are covered for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Benefits:

• **Serious illness (including serious illness following an epidemic or pandemic declared in the 30 days prior to departure), serious bodily accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you booked your trip of :**

- yourself, your legal or de facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,  
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, mothers-in-law,  
your professional replacement nominated at the time of subscription,  
the person designated at the time of taking out this policy, who, during your trip, is responsible for looking after or accompanying on holiday your minor children, or the disabled person living under your roof, provided that they are hospitalised for more than 48 hours or die.

• **Pregnancy complications up to the 32nd week.**

- ✓ and which result in the absolute cessation of all professional or other activity and provided that 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 state of pregnancy, provided that you were not aware of your condition at the time of booking.

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.**

#### CANCELLATION FOR ANY REASON

You are covered for the reasons and circumstances listed below, to the exclusion of all others, up to the limit indicated in the Table of Benefits:

• **Serious material damage** requiring your presence on the day of departure to take the necessary precautionary measures, as a result of fire, water damage or natural elements affecting your private or business premises.

• **Theft from private or business premises** requiring your presence on the day of departure, provided that it occurred in the 48 hours prior to departure.

• **Your appointment for an organ transplant**, on a date during the planned trip, provided that the appointment was not known at the time the Contract was taken out.

• **A contraindication to vaccination**, the consequences of vaccination, or medical impossibility of following a preventive treatment required for the destination chosen for your trip, or in connection with your vaccination passport.

• **Serious damage to your vehicle** occurring in the 96 hours prior to departure, and insofar as it can no longer be used to get you to your place of stay / your point of departure.



- **An accident or breakdown of your means of transport** during your pre-transportation, resulting in a delay of more than two hours, causes you to miss the flight booked for your departure, provided that you have made arrangements to arrive at the airport at least 2 hours before the boarding deadline.
- **Your redundancy** or that of your de jure or de facto spouse, provided that the redundancy procedure had not been initiated when you took out this policy and/or that you were not aware of the date of the event when you took out the policy.
- **Obtaining paid employment or a paid work placement**, starting before or during the dates scheduled for your trip, while you are registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.
- **Your compulsory, unforeseeable summons, which cannot be postponed** by an administration, to a date during the planned trip, provided that the summons was not known at the time the Contract was taken out.
- **Your invitation**, on a date during your trip, **to sit a university make-up exam**, provided that the failure of the exam was not known at the time this Contract was taken out.
- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities on a previous trip, that your actions enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of this country.
- **Your non-disciplinary professional transfer**, imposed by your employer, obliging you to move and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.**
- **Deletion or change of the date of your paid holiday by your employer.** This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.** This leave, which corresponds to an acquired right, must have been agreed in advance in writing by the employer before taking out the Contract.
- **Your summons to adopt a child** during your insured stay, provided that the summons was not known at the time the Policy was taken out,
- **Your summons to undergo in vitro fertilisation**, during the period of your insured stay, provided that the summons was not known at the time the Policy was taken out.
- **Cancellation due to the separation of a married or civil union couple**, or a couple living in a known cohabiting relationship. This cover only applies on presentation of legal and administrative documents proving the real nature of the separation or of the cohabitation in the case of cohabitation (divorce proceedings, termination of the civil union contract, all documents proving the couple's cohabitation, EDF GDF and TELECOM bills, joint bank accounts, joint declaration, etc.).
- **Theft, in the 48 hours prior to your departure, of your identity papers** (passport, ID card) **that are essential for crossing the border(s)** during your trip, provided that a theft report has been made to the nearest police authorities as soon as the theft is known.
- A riot, an attack, an act of terrorism, pollution following an industrial accident or an epidemic zone or natural disaster occurring in France.





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You are covered if both of the following conditions are met:

- The event resulted in damage to property or personal injury in the town or towns where you were travelling to or within a 50 km radius of the holiday destination.
  - The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the area concerned in the 30 days prior to taking out the policy, the event having to occur after taking out the policy.
- Strike by transport companies, provided that the strike takes place in France, that notice is given 48 hours before the start of the holiday and that the Insured has no other means of transport enabling him/her to get to the place of holiday.

- **Cancellation due to insufficient or excessive snow cover**

PLEASE NOTE: This guarantee only applies between 1 December and 1 May of the following year.

We will reimburse you for the cancellation fees charged to you by your travel organisation in application of its general terms and conditions of sale and up to the limit indicated in the Table of Cover, if you are forced to cancel or abandon your holiday within 5 days of the contractual date on which the rental or your holiday begins due to a lack or excess of snow. This guarantee can only be taken into consideration on the basis of a snow report published by an organisation authorised to issue such reports, concerning the resort itself if it is a member, or if it is not, the nearest resort "as the crow flies". It will be established that there is a lack of snow or an excess of snow in the winter sports resort of the rental location, if in the 5 days prior to the date scheduled for the start of the rental period, more than 2/3 of the slopes in the ski area of the resort in question are closed for 48 consecutive hours according to the aforementioned snow report.

The guarantee may also cover the cost of ski lessons provided by a ski school, if these lessons cannot take place because of the lack of snow on the slopes operated by these ski schools. Proof from the ski school will be requested.

The guarantee only applies to resorts situated at an altitude of over 1,500 metres.

- **Postponement costs for lack or excess of snow cover**

In the event of insufficient or excessive snow, if you prefer to postpone your holiday, we will pay the postponement costs invoiced by the holiday organiser (tour operator, airline, etc.), provided that the amount of this compensation does not exceed the amount of the cancellation costs payable on the date of the claim and up to the limit indicated in the Table of Cover.

- **No access to the station**

If you are unable to access your resort due to bad weather conditions resulting in the closure by the competent authorities of all road and rail links for more than 5 hours, we will reimburse you, with proof, for the hotel costs incurred to rehouse you while you wait to access your original place of stay. This compensation is calculated on a pro rata basis of the price of your initial stay, up to a limit of one day's rental, without however being able to exceed the amount stated in the Table of Policy Amounts, in the event of cancellation due to a "lack or excess of snow".

You are also covered, up to the limit indicated in the Table of Benefits, for **any other random event, whatever it may be, constituting an immediate, real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. Random event means any



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sudden, unforeseeable circumstances beyond the control of the insured that justify cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

### **THE AMOUNT OF THE GUARANTEE**

The indemnity paid under this Contract may under no circumstances exceed the price of the trip declared when taking out this Contract and within the limits set out in the Table of Benefits.

We will reimburse you the amount of the cancellation fees charged in accordance with the cancellation schedule listed in the travel agency's general terms and conditions.

Application fees, gratuities, visas, tourist taxes and the premium paid in return for taking out this contract are non-refundable.

### **WHAT IS THE DEADLINE FOR REPORTING A CLAIM?**

#### **Two stages**

1/ You must notify **your travel agency IMMEDIATELY** as soon as the illness first appears or as soon as you become aware of the event giving rise to the cover.

**If you cancel the trip at a later date with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication certified by a competent authority, in accordance with the cancellation scale shown in the travel agency's special conditions of sale.**

2/ Secondly, you must declare the claim to **MEETCH, a subsidiary of PHENOMEN** - <https://claim.meetch.io/fr/login> - PHENOMEN - 141 avenue de Wagram 75017 PARIS within five working days of the event giving rise to the guarantee.

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

**Your written claim must be accompanied by :**

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

**You must provide MEETCH with the documents and medical information required to process your claim.**

**If you do not have these documents or information, you must obtain them from your doctor and send them to MEETCH. You must also provide any information or documents requested in order to justify the reason for your cancellation.**

**It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. Consequently, if you object without a legitimate reason, you will lose your rights to cover.**

### **WHAT WE EXCLUDE**

**Cancellation cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation conditions or the safety of the destination.**

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



- ◆ An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out, Any circumstance that is simply detrimental to enjoyment,
- ◆ Pregnancy, including complications beyond the 32nd week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- ◆ Forgetting to vaccinate,
- ◆ Default of any kind, including financial default, on the part of the carrier, making it impossible to fulfil its contractual obligations,
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events, The consequences of criminal proceedings against you,
- ◆ Any other event occurring between the date of purchase of the insurance contract and the departure date of your trip.
- ◆ Any event occurring between the date of subscription to the trip and the date of subscription to the insurance contract.
- ◆ The absence of hazards,
- ◆ An intentional act and/or an act punishable by law, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- ◆ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event for which the travel agency may be held responsible in application of the Tourism Code in force,
- ◆ Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

## **2/ TRIP INTERRUPTION COSTS**

Following the interruption of your stay, we will reimburse you and the members of your family who are members or of a person who is a member under this contract and who is accompanying you, the accommodation costs already paid and not used (excluding transport) pro rata temporis, from the night following the event leading to the interruption of your stay.

Similarly, if a member of your family who is not taking part in the trip suffers a serious illness, a serious physical accident or death, and you have to interrupt your stay as a result, we will reimburse you and your family members who are members of the group or a person accompanying you, pro rata temporis, the accommodation costs already paid and not used (excluding transport) from the night following the date of early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage or damage caused by the forces of nature to your professional or private premises, and requiring your presence to take the necessary precautionary measures, we will reimburse you and the members of your family who are members or one person accompanying you, pro rata temporis, the accommodation costs already incurred.



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paid and unused (excluding transport) from the night following the date of early return.

We invite you to report your claim at: <https://claim.meetch.io/fr/login>

#### **WHAT WE EXCLUDE**

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

- ◆ Claims for reimbursement of transport tickets,
- ◆ Requests for reimbursement of services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the organiser's local representative),
- ◆ Interruptions to the stay where the cause was known before the start of the trip.

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

You must declare your claim to **MEETCH, a subsidiary of PHENOMEN** - 141 avenue de Wagram 75017 PARIS, within five working days of becoming aware of it, except in the event of unforeseen circumstances or force majeure. After this deadline, if we suffer any loss as a result of the late declaration, you will lose all rights to compensation.

You will need to send us all the documents we need to build up the case and prove the validity and amount of the claim.

In all cases, you will need to provide :

- original itemised invoices from the tour operator showing land and transport services,
- The invoice for the trip or the agency's registration form,
- The certificate or proof from the Insurer confirming the date of repatriation or early return and the reason for it,
- Any other document that we deem necessary for the examination of the application.

**If you do not provide our medical advisor with the medical information required for the investigation, the case cannot be settled.**



### ARTICLE 3 - GENERAL EXCLUSIONS

We do not intervene in this case:

- ◆ Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event, Catering and hotel expenses, except those specified in the text of cover,
- ◆ Damage caused intentionally by the Beneficiary and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ Use of narcotics or drugs not prescribed by a doctor, Impaired alcohol consumption,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence has been issued, as well as training with a view to these competitions,
- ◆ Professional practice of any sport,
- ◆ Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ◆ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- ◆ Expenses incurred after return from the trip or expiry of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,
- ◆ Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ The use by the Beneficiary of air navigation equipment, The use of devices of war, explosives and firearms,
- ◆ Damage resulting from intentional or reckless misconduct on the part of the Beneficiary in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- ◆ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,
- ◆ The disintegration of the atomic nucleus or any irradiation from a radioactive energy source.

The Insurer shall under no circumstances be held liable for failures or delays in the performance of its obligations resulting from force majeure or events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, eruptions, etc.



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volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

#### ARTICLE 4 - HANDLING COMPLAINTS

If you have any disagreement or dissatisfaction with the implementation of your contract, please let MEETCH know by writing to [reclamation@meetch.io](mailto:reclamation@meetch.io) or by writing to MEETCH - Service Réclamations 141 avenue de Wagram 75017 PARIS for the insurance cover listed below:

- ✓ Cancellation
- ✓ Trip interruption expenses

If you are not satisfied with the response you receive, you can send a letter to :

**CMAM**  
**Claims Department 22**  
**rue Nève, C.S. 40056**  
**BAR LE DUC CEDEX**

CMAM will acknowledge receipt of your letter within 15 working days. It will be processed within 2 months at the most.

If the disagreement persists, you can refer the matter to the Médiation de l'Assurance by post to:

**The Mediation of**  
**l'Assurance TSA**  
**50110**  
**75441 Paris Cedex 09**

#### ARTICLE 5 - DATA COLLECTION

The Beneficiary acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that :

- the answers to the questions asked are obligatory, and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or a reduction in compensation (article L 113-9 of the French Insurance Code),
- The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the periods stipulated in the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.



They may also be forwarded, where appropriate, to professional bodies as well as to any persons involved in the contract, such as lawyers, experts, court and ministerial officers, curators, guardians and investigators.

Information concerning the Policyholder may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and any public bodies authorised to receive them, as well as to the departments responsible for control, such as statutory auditors, auditors and departments responsible for internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

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

- Their personal data may also be used to combat insurance fraud, which may lead to their inclusion on a list of people at risk of fraud.

This registration may result in a longer review of the case, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning persons party to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for authorised personnel of organisations directly involved in fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, the 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 proves to be relevant. In the event of a relevant alert, the data is kept for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

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

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.

- Personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

- Personal data concerning him/her may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

- By providing proof of their identity, Beneficiaries have the right to access, rectify, delete and object to the data processed. They also have the right to ask for the use of their data to be restricted where it is no longer necessary, or to recover in a structured format the data they have supplied where this is necessary for the contract or where they have consented to the use of this data.



Individuals have the right to define directives concerning the fate of their personal data after their death. These directives, which may be general or specific, concern the retention, deletion and communication of personal data after death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

- by post: by writing to the following address Data Protection Representative - CMAM - 22 rue Nève,  
C.S. 40056 - BAR LE DUC CEDEX

After making a request to the Representative Data Protection Officer and receiving no response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

#### **ARTICLE 6 - SUBROGATION**

CMAM is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the events which gave rise to its intervention. When the benefits provided under the agreement are covered in whole or in part by another company or institution, CMAM is subrogated to the beneficiary's rights and actions against this company or institution.

#### **ARTICLE 7 - LIMITATION PERIOD**

Pursuant to Article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death cover, with actions by beneficiaries being time-barred no later than thirty years from the date of the event.

However, this period does not run :

- in the event of a concealment, omission, false or inaccurate statement about the risk, from the day the Insurer became aware of it;
- in the event of a claim, only from the day on which the persons concerned became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by the Insured.

This limitation period 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 person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before a court that does not have jurisdiction or if the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed (article 2243 of the Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).





Please note that :

The summons of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period, as regards the other co-debtors, only in respect of the share for which that heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, a summons must be issued to all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The summons or acknowledgement of the principal debtor interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by :

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

#### ARTICLE 8 - SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Beneficiary relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

#### ARTICLE 9 - FALSE DECLARATIONS

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

- **Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, in accordance with article L 113.8 of the French Insurance Code.**
- **Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.**

#### ARTICLE 10 - SUPERVISORY AUTHORITY

The authority responsible for supervising CMAM is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.

## GENERAL TERMS AND CONDITIONS - INFORMATION LEAFLET

### "MEETCH TRAVEL ASSISTANCE

GUARANTEES	CEILING
24-hour travel advice and medical information	Actual costs
Repatriation or medical transport (including in the event of COVID)	Actual costs
Repatriation of accompanying persons	Return ticket* + Taxi** for the return journey
Repatriation of children under the age of 18	Return ticket* + Taxi** for the return journey
Visit from a relative in the event of hospitalisation for more than 7 days	Return ticket* + Hotel expenses Max. €150 per night/per person/Maximum 10 nights
Extended stay	Hotel costs Max. €150 per night/per person Maximum 10 nights
Continuation of journey	Return ticket* + Taxi** + Hotel expenses Max. €150 per night/per person/Maximum 5 nights
Medical expenses outside the country of residence	
<ul style="list-style-type: none"> <li>• France, Europe and Mediterranean countries</li> <li>• Rest of the world</li> <li>• Emergency dental care / COVID test</li> </ul>	75,000 / Excess €250 per person 150,000 / Excess €250 per person 250 € / 100€
Advance payment of medical expenses outside the country of residence	
<ul style="list-style-type: none"> <li>• France, Europe and Mediterranean countries</li> <li>• Rest of the world</li> </ul>	75,000 / Excess €250 per person 150,000 / Excess €250 per person
Sending medicines	Postage and packing
Sending prostheses	Postage and packing
Repatriation of bodies	
<ul style="list-style-type: none"> <li>• Cost of transporting the body</li> <li>• Conservation care costs</li> <li>• Cost of coffin or urn</li> </ul>	Actual costs Actual costs Max €2,500
Death formalities and recognition of the body	Return ticket* + Hotel expenses Max. €150 per night/per person/ Max 4 nights
Early return	
<ul style="list-style-type: none"> <li>• In the event of hospitalisation or death of a family member</li> <li>• In the event of a claim at home</li> </ul>	Return ticket* (max. €750) + connecting taxi**.
No way back	Max €150/night/person and max. 5 nights (excess: 1 night)
Replacement driver	Ticket * or Driver
Legal assistance	Fees: €5,000; Penal deposit: €10,000
Search and rescue costs at sea and in the mountains	Up to €4,500
Track rescue costs	Max €4,500 per person / Max €9,000 per event
Transmission of urgent messages	Actual costs
Psychological support following quarantine	2 interviews per event
Psychological support in the event of repatriation.	2 interviews per event
Local telephone rate	Max €50
Cash advance	Max €1,500
Official documents	Postage and packing
Contact with a specialist following a claim at home	Max €200
Sick watch	20 hours maximum
Childcare	20 hours maximum
Drug delivery	Delivery charges
Educational support for your minor child	15 hours per week (maximum 1 month)
Pet sitting	10 days maximum
Domestic help	10 hours maximum spread over 4 weeks
Delivery of meals and household shopping	Delivery charges (maximum 15 days)
Hospital comfort	TV rental Max €100
COVID Assistance Guarantee	
<ul style="list-style-type: none"> <li>• Suspension of stay</li> <li>• Delayed return</li> <li>• Consequences of quarantine</li> </ul>	Accommodation: up to the day of return possible, with a maximum of 10 nights at Max 150 € per person. Return ticket Max 750 € per person + Taxi from link
Cover arising from the use of a motorised vehicle (see Exclusions)	
<ul style="list-style-type: none"> <li>• Support</li> </ul>	10,000 maximum / Excess €250 per person

\* by 1st class train or economy class airliner; \*\* hotel/airport/train station/home transfer

## LIST OF SPORTS AND LEISURE ACTIVITIES COVERED

Where a sporting or leisure activity is not included in the list below, the Insurer provides no cover under the General Terms and Conditions.

Authorised activities are governed by French legislation.

For all activities organised and/or supervised by a qualified professional with the appropriate authorisations and qualifications, the Insured must not have signed a liability waiver exonerating the qualified professional from liability.

Sporting or leisure activities marked with an asterisk (\*) are permitted provided that the activity is organised and accompanied by a qualified professional.

All other sporting or leisure activities are excluded from this policy. The following activities are considered to be insured:

<ul style="list-style-type: none"> <li>• Athletics,</li> <li>• Rowing,</li> <li>• Badminton,</li> <li>• Elephant, camel or dromedary rides,</li> <li>• Hot-air balloon ride (passengers only)*,</li> <li>• Basketball,</li> <li>• Beach volleyball,</li> <li>• Biathlon,</li> <li>• Bodyboarding,</li> <li>• Bowling,</li> <li>• Arm wrestling,</li> <li>• Sailing boats*,</li> <li>• Sledge dogs,</li> <li>• Running,</li> <li>• Orienteering,</li> <li>• Cricket,</li> <li>• Croquet,</li> <li>• Curling</li> <li>• Cyclocross,</li> <li>• Football,</li> <li>• Golf,</li> <li>• Gymnastics,</li> <li>• Handball,</li> <li>• Kite surfing*,</li> <li>• Kneeboard*,</li> <li>• Laser game,</li> <li>• Recreational sledging,</li> <li>• Marathon,</li> <li>• Walk,</li> <li>• Monoskiing on marked runs,</li> <li>• Swimming,</li> <li>• Paddle,</li> <li>• Padel,</li> <li>• Paintball (wearing eye protection and excluding third-party liability cover)*,</li> <li>• Parachute ascent*,</li> </ul>	<ul style="list-style-type: none"> <li>• Roller skates,</li> <li>• Skating,</li> <li>• Fishing,</li> <li>• Deep-sea fishing*,</li> <li>• Petanque,</li> <li>• Windsurfing,</li> <li>• Glider (as passenger only)*,</li> <li>• Snorkelling,</li> <li>• Scuba diving (to a depth of 20m)*,</li> <li>• Walking tour,</li> <li>• Horse riding*,</li> <li>• Snowshoeing,</li> <li>• Inline skates,</li> <li>• Safari (for photos only)*,</li> <li>• Sandboarding*,</li> <li>• Skateboarding,</li> <li>• Cross-country skiing,</li> <li>• Skiing or snowboarding (on marked runs),</li> <li>• Water skiing*,</li> <li>• Softball,</li> <li>• Squash,</li> <li>• Surfing, waveboarding,</li> <li>• Surfing or skiing on sand dunes*,</li> <li>• Tennis,</li> <li>• Table tennis,</li> <li>• Archery*,</li> <li>• Tug of war,</li> <li>• Horse-drawn carriage, cart or sleigh rides,</li> <li>• Trampoline,</li> <li>• Cycling, trail biking and mountain biking (excluding downhill biking: e.g. mountain trails),</li> <li>• Via Ferrata*,</li> <li>• Sailing,</li> <li>• Volleyball,</li> <li>• Wakeskating*,</li> <li>• Water polo,</li> <li>• Windsurfing</li> </ul>
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LLT CONSULTING SAS - VYV INTERNATIONAL ASSISTANCE,  
Simplified joint stock company with capital of 100,000 euros,  
with registered office at 3 Passage de la Corvette, 17000 La Rochelle, France,  
registered with the La Rochelle Trade and Companies Register under number 828 002 188 and with  
ORIAS under number 17004577,

Acting in the name and on behalf of the Insurer :

RESSOURCES MUTUELLES ASSISTANCE, hereinafter referred to as "RMA  
Union d'assistance governed by the provisions of Livre II of the Code de la  
mutualité, having its registered office at 46 rue du Moulin - B.P. 62127 - 44121  
VERTOU cedex, registered in the Sirene Register under SIREN number 444 269 682.  
All of which is known as VYV International Assistance,

hereinafter referred to as "VYV IA".

and

MEETCH, a trade name belonging to Phenomen,  
SASU with capital of €10,000,  
whose registered office is at 141 avenue de Wagram 75017 Paris,  
registered with the Paris Trade and Companies Register under no. 833 740 699 and with the ORIAS under no.  
18 000 514  
Represented by Gérald BEYRAND.,

hereinafter referred to as "the Policyholder",

hereinafter collectively referred to as the "Parties".

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## I. THE FIELD OF APPLICATION

### 1.1 OBJECT OF THE CONTRACT

This group insurance contract defines :

- Assistance cover for Insureds attached to the Policyholder,
- The terms and conditions for implementing the assistance guarantees provided by RMA and implemented by VYV IA.

### 1.2 PAYMENT OF THE SUBSCRIPTION

The Insured undertakes to pay the premium to the Policyholder when purchasing his/her trip. The premiums for this contract are fixed per Insured and per destination.

VYV IA is not obliged to provide the benefits associated with the cover if the premium has not been paid by the Insured.

The premium paid will remain payable in full to VYV IA, regardless of any termination for any reason whatsoever.

### 1.3 INSURED

The Insured are the natural persons designated by the Policyholder.

### 1.4 TERRITORIALITY

Cover applies worldwide.

## II. DEFINITIONS

Accident

Any bodily injury, unrelated to an acute or chronic illness, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause, certified by a doctor.

Serious accident

Any bodily injury, unintentional on the part of the victim, resulting from the sudden and unforeseeable action of an external cause, certified by a doctor and involving the cessation of all professional or other activity and preventing the victim from travelling by his or her own means.

Member / Insured

Any natural person on whom the interests of the insurance are based and whose identity is stated on the membership form. As a customer of the Travel Agency, the Member must be mentioned in the sales contract and be in possession of a return ticket in order to benefit from cover. The Member may be domiciled anywhere in the world.

Travel Agency

Company authorised to distribute travel products and cover this contract.

## Insurer

Company supporting the guarantees of the Contract, namely RESSOURCES MUTUELLES ASSISTANCE: Union d'assistance régie par les dispositions du Livre II du Code de la mutualité, ayant son siège social 46 rue du Moulin - B.P. 62127 - 44121 VERTOU cedex, immatriculée sous le numéro SIREN 444 269 682 également appelé "Organisme d'Assureur". Management is entrusted to LLT CONSULTING SAS, a simplified joint stock company with capital of 100,000 euros, whose registered office is at 3 Passage de la Corvette 17000 La Rochelle, France, registered with the La Rochelle Trade and Companies Register under number 828 002 188 and with the ORIAS under number 17004577 for the implementation of repatriation assistance cover. All these companies are part of the VYV Group.

## Attack

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

This "Attack" will have to be recorded and qualified as such by the French Ministry of Foreign Affairs or the Ministry of the Interior, in particular following the claim by the presumed perpetrators of the Attack, in which case the public authorities will recommend that the victim return to the Country of Residence. If several Attacks take place on the same day, in the same country, and if the authorities consider it to be one and the same coordinated action, this event will be considered to be one and the same event.

## Injury

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

## Natural disasters

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent. A Natural Catastrophe is recognised and qualified as such by the public authorities, who may recommend that you return to your Country of Residence.

## Forfeiture

Contractual penalty which deprives you of all cover for the Claim to which it applies. It cannot be invoked against injured parties other than the Insured or their beneficiaries if you incur it as a result of failure to comply with your obligations following a Claim.

## Guaranteed travel/Stay

Trip organised by the Policyholder and for which you are insured and have paid the corresponding premium. The period of validity of the cover corresponds to the dates of the holiday indicated on the invoice issued, with a maximum duration of 90 days, unless otherwise stipulated in the contract.

## Duration of guarantees

The period of validity of cover corresponds to the dates of the holiday indicated on the invoice issued by the tour operator, with a maximum duration of 90 consecutive days, unless otherwise stipulated in the contract.

## Epidemic

Any outbreak or spread of a contagious infectious disease that affects a large number of people nationwide at the same time, including coronaviruses, type A influenza and viral haemorrhagic fevers, and which is recognised by the national health authorities as being the subject of a declaration of public health emergency or leading to a public health policy involving restrictive measures in terms of population movement and health treatment.



## Events covered by assistance

The Events covered by assistance are developed in the description of each of the guarantees defined below and apply following events such as a bodily Accident, a sudden and unforeseeable Illness, the death of an Insured or a sudden and unforeseeable complication occurring during the Illness.

## Performance of services

The benefits covered by this agreement may only be activated with the prior agreement of VYV IA. Consequently, VYV IA will not reimburse any expenses incurred by the Insured on its own authority.

## Operative event

The Generating Events are developed in the description of each of the guarantees defined below and apply following events such as a bodily Accident, a sudden and unforeseeable Illness, the death of an Insured or a sudden and unforeseeable complication occurring during the Illness.

## Franchise

Portion of the Claim left to be paid by the Insured under the contract in the event of compensation following a Claim. The Excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

## Hosting

Accommodation or night means payment of the cost of one or more hotel room(s), regardless of the number of Insured occupying the room; this payment includes breakfast. If cover applies, the cost of Accommodation per night must not exceed the initial cost of a night as fixed at the time of purchase of the holiday, if this cost is known at the time of purchase.

## Hospitalization

Any admission to a hospital for more than 24 hours. Quarantines organised in a hospital are not defined as Hospitalisation.

## Immobilisation at home

Immobilisation at home for medically justified and proven reasons. Illness

Sudden and unforeseeable deterioration in health, i.e. not having been diagnosed and/or treated or not having been the subject of Hospitalisation in the 6 months prior to the insured Stay, and certified by a competent medical authority.

## Maximum per event

In the event that cover is exercised in favour of several Insureds who are victims of the same event and who are Insured under the same Special Conditions, the Insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

## Family members

For each Insured, this means spouse, child(ren), brother(s) and/or sister(s), father, mother, in-laws, grandchildren or grandparents.

To benefit from cover, they must be domiciled in the same country as you, unless otherwise stipulated in the contract.

## We organise

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

We pay We finance the  
service. Nullity

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement will result in the nullity of our commitments and the forfeiture of the rights provided for in the said agreement.

Pandemic

Epidemic that develops over a vast territory, crossing borders and qualified as a Pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

Country of Domicile / Country of Residence

Domicile is considered to be the Insured's main and usual place of residence. Cover applies to Insured Persons domiciled anywhere in the World. In the event of a dispute, the tax domicile constitutes the domicile.

Quarantine

Isolation of the person, in the event of a suspected or confirmed Disease, decided by a competent local authority, with a view to avoiding a risk of the said Disease spreading in the context of an Epidemic or Pandemic.

Claims

An event of a random nature that triggers one of the guarantees in this policy. Loss at home

Fire, burglary or water damage to your home during your trip. Care

Procedures carried out by a qualified healthcare professional (e.g. medical consultation, procedures, etc.) surgery, laboratory tests, nursing, physiotherapy, preventive care, etc.)

Underwriter

The Tour Operator or Travel Agency that takes out this contract on behalf of its clients, hereinafter referred to as the Insured.

Worldwide.

Itinerant travel

Travel organised by the Policyholder, based on a programme (Cruise or Tour) with stages over several days.

### III. DESCRIPTION OF PERSONAL ASSISTANCE COVER

#### 3.1 24-HOUR TRAVEL ADVICE AND MEDICAL INFORMATION

Under no circumstances can we take the place of local emergency services such as SAMU or SMUR, fire brigade, etc.

You can contact us 24 hours a day, 7 days a week, for any information or queries you may need to help organise your trip and ensure it runs smoothly, and throughout your Guaranteed Stay.

The information concerns the following areas:

- Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Time differences, Pets when travelling.
- Administrative information: Embassy, Visas, Police/customs formalities, Legislation, International permits, Currency, Currency exchange, Economic data for the country visited.

VYV IA's doctors are also available to provide any information you may need in the event of travel during an Epidemic or Pandemic. Information is given by telephone and is not confirmed in writing or sent by post.

Information is given by telephone and is not confirmed in writing or sent out in documents.

Information services are provided between 8 am and 7 pm and within the following timescales normally required to meet demand.

However, whatever the time of the call, we welcome and take note of your requests as well as your contact details so that we can call you back with the answers you need.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.2 REMEDIAL OR HEALTH TRANSPORT (including COVID)

You are ill or injured during a Covered Trip. We organise and pay for your repatriation to your home or to a nearby hospital.

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

The decision to repatriate is taken by VYV IA's doctors, on the basis of the medical information provided at the time of the Claim.

Make it impossible for VYV IA's doctors to take a decision and result in the cancellation of the guarantee:

- Failure to pass on medical information,
- The absence of written consent for the transmission of medical information from the Insured.

Similarly, any refusal of the solution proposed by VYV IA's doctors will result in the cancellation of the guarantee.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.3 REPATRIATION OF ACCOMPANYING PERSONS

An Insured is medically repatriated by VYV IA, or dies during a Covered Stay.

On the advice of the VYV IA medical team, we organise and pay for the return transport costs of one or more Insured Family Members or of an Insured person with no family relationship under this contract to accompany the repatriated Insured (modification of the initial return transport ticket or new transport ticket if it cannot be modified) to the place of destination.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.4 REPATRIATION OF CHILDREN UNDER THE AGE OF 18

If you are ill or injured and no-one is able to look after your children under the age of 18, we will organise and pay for the return journey of a person of your choice or one of our hostesses to bring them back to your home or the home of a member of your family residing in the same country as you.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.5 VISIT FROM A RELATIVE IN THE EVENT OF HOSPITALISATION FOR MORE THAN 7 DAYS

You are hospitalised on site (without an Insured Family Member and/or without an Insured accompanying person) for a period of more than 7 days, and our medical team confirms that this period of Hospitalisation is necessary, we organise and pay for the return transport of a member of your family residing in the same country as you, as well as their accommodation costs (room, breakfast) so that they can come to your bedside, provided that on the date of arrival of the family member, you are still hospitalised.

Any catering or other expenses will in all cases be borne by the person concerned.

This cover cannot be combined with the "Repatriation of accompanying persons" cover and the "Extended stay" cover.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.6 STAY EXTENSION

During a Guaranteed Stay, you are obliged to extend your stay for the following reasons or for Hospitalisation beyond your initial return date.

On the advice of the VYY IA medical team, we organise and pay the accommodation costs (room and breakfast) for one or more Insured Family Members or an Insured accompanying person to stay at your bedside.

The need for hospitalisation or the medical reason given must have been validated by VYY IA's doctors.

The cost of meals or other expenses remains the responsibility of these people in all cases. This cover cannot be combined with the "Visit from a relative" cover.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.7 ONWARD JOURNEY

You are ill or injured during an insured Stay and you have to interrupt your trip.

On the advice of the VYY IA medical team, we organise and pay for your accommodation costs and those of one or more Insured family members or an Insured accompanying person who remains at your bedside.

We organise and pay for the cost of transport to continue the journey you have interrupted.

In this case, the guaranteed transport will take you to the place scheduled in the travel programme, not to the place where your journey was interrupted.

Under no circumstances may the cost of continuing the journey exceed the cost of a return ticket, to the country of residence.

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

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.8 MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

When medical expenses have been incurred with our prior agreement, we will reimburse you for the part of these expenses that has not been covered by any insurance organisations to which you are affiliated.

We will only intervene once reimbursements have been made by the aforementioned insurance organisations, after deduction of an Excess, and subject to the provision of original proof of reimbursement from your Insurance Organisation.

This reimbursement covers the costs defined below, provided that they relate to Care received by you outside your Country of Residence following an Illness or Accident that occurred 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 below.

Table of Benefits.

In the event that the Insurance Organisation to which you contribute does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Benefits, subject to you providing us with the original invoices for medical expenses and the certificate of non-reimbursement issued by the Insurance Organisation.

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

Type of expenses eligible for reimbursement (subject to prior agreement) :

- Medical fees,
- The cost of medicines prescribed by a doctor or surgeon,
- The cost of an ambulance prescribed by a doctor for transport to the nearest hospital, only in the event of refusal of cover by the Insurance Organisations,
- Hospitalisation costs until you are deemed transportable by decision of the VYV IA doctors, taken after gathering information from the local doctor; it is understood that cover for Hospitalisation costs ends as soon as VYV IA is able to repatriate you. Any extension of the Hospitalisation that is not medically justified will not be covered.
- Emergency dental expenses (up to the amount indicated in the Table of Benefits, with no excess).
- Cost of a COVID test, when the Insured carries out a transit, if positive (up to the amount indicated in the Table of Benefits).

#### Reminder: Hospitalisation in Europe for European nationals

1. European citizens must carry their European identity card with them. (EHIC) for the duration of the insured Stay.
2. They must present their European Health Insurance Card (EHIC) as soon as they arrive in France.  
the hospital in Europe.

3. In the event of refusal by the hospital establishment located in Europe to cover medical expenses, European nationals must send VYV IA a written document from the hospital establishment indicating this refusal.
4. If the above conditions are not met, coverage of medical expenses may be refused.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.9 ADVANCE PAYMENT OF MEDICAL EXPENSES OUTSIDE THE COUNTRY OF RESIDENCE

This cover is an extension of the "Medical expenses outside Country of Residence" cover.

If the Insured is outside his/her Country of Residence and is unable to pay his/her Medical Expenses due to an Illness or an Accident occurring during the Period of cover, VYV IA may agree, at the request of the Insured (principle of prior agreement), to pay the advance subject to the following cumulative conditions:

- The VYV IA doctors must make their own judgement, after gathering information from the local doctor, it is impossible to repatriate the Insured immediately to his/her Country of Residence,
- The care to which the advance applies must be prescribed in agreement with the doctors of VYV IA,
- The Insured, or any person authorised by him/her, must formally undertake, by signing a specific document provided by VYV IA when this service is implemented, to send VYV IA the documents relating to VYV IA's right of subrogation.

If the Insured fails to take the above steps, he/she will be required to reimburse the full amount advanced by VYV IA.

This cover ceases on the day that VYV IA is able to repatriate the Insured, or on the day of the Insured's return to his/her country of origin.

This cover commits the Insurer up to the limit indicated in the Table of Cover.

### 3.10 SENDING MEDICINES

During a Covered Stay outside the Country of Residence, VYV IA will pay for the cost of sending essential medication to continue a treatment in progress, in the event that the Insured no longer has his/her medication due to loss or theft and is unable to obtain it locally or its equivalent.

The cost of purchasing these medicines and customs duties remain the responsibility of the Insured.

This cover is valid for a single shipment and ceases as soon as the insured returns home. This cover cannot be repeated.

This guarantee is restricted to authorisations to transport medicines to the country concerned and to transport conditions that guarantee their integrity.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.11 SHIPMENT OF PROSTHESES

During a Covered Trip outside the Country of Residence, VYV IA will cover the cost of sending glasses, corrective lenses or hearing aids that the Insured usually wears, following their breakage or loss, if the Insured no longer has them and is unable to obtain them locally or to obtain their equivalent.

The costs of designing and purchasing these glasses, contact lenses or prostheses and customs duties remain the responsibility of the customer.  
at the Insured's expense.

This cover is valid for a single shipment and ceases as soon as the insured returns home. This cover cannot be repeated.

This guarantee is restricted to authorisations for delivery in the country concerned and to the conditions to guarantee their integrity.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.12 REPATRIATION OF THE BODY

You die during a Covered Trip. We organise the repatriation of your body to the place of burial in your Country of Residence.

In this context, we are responsible for :

- The cost of transporting the body (including handling, special transport arrangements and packaging),
- Costs relating to conservation care required by the applicable legislation,
- The cost of a coffin or urn.

All other costs remain the responsibility of the deceased's family.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.13 FORMALITIES FOR DEATH AND RECOGNITION OF THE BODY

If you are travelling alone and the presence on site of a Member of the family or a close relative of the deceased is essential in order to identify the body and carry out the formalities for repatriation or cremation, we will organise and pay for a return ticket, as well as the accommodation costs (room and breakfast) incurred on behalf of this person.

All other costs remain the responsibility of the deceased's family.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.14 EARLY RETURN

In the event of hospitalisation of a family member

Following :

- unexpected hospitalisation lasting more than 10 days or in the event of an unforeseeable deterioration in the state of health (life-threatening) of a member of your family already hospitalised,
- and on the advice of the VYV IA medical team,

we organise and pay for the cost of return transport for one or more Members of the family insured under this contract to the patient's bedside (modification of the initial return ticket or new ticket if it cannot be modified).

This service is provided by VYV IA only after medical contact between the patient's doctor and VYV IA, the hospital and VYV IA.

### In the event of the death of a family member

In the event of the unforeseeable death of a family member, VYV IA organises and pays for the return transport costs of the Insured family members (modification of the initial return ticket or new ticket if it cannot be modified).

The unforeseeable nature of the death is determined following medical contact by the doctor at VYV IA.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover. In the event of a claim at home

During your trip, you learn of the occurrence of an Accident at your home, requiring precautionary measures to limit the consequences.

If your presence proves indispensable, and after prior examination of the request by VYV IA, in order to carry out the necessary formalities, we will organise and pay for the cost of Return transport (modification of the initial Return ticket or new ticket if it cannot be modified) for one or more Members of the family Insured under this contract.

If you fail to submit proof of loss (claim to the Insurer, expert report, complaint report, etc.) within a maximum of 30 days, we reserve the right to invoice you for the full cost of the service.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### **3.15 IMPOSSIBLE RETURN**

Notwithstanding the general exclusions of the contract, the "Impossible return" guarantee covers you if you are unable to make your return journey on the scheduled date:

- as a result of the total or partial closure of the departure or arrival airport following a case of force majeure, i.e. an external, unforeseeable and insurmountable event not known at the time of subscription,
- as a result of measures taken by the local government or airlines to restrict the movement of people in the event of an Epidemic or Pandemic.

With the prior agreement of the VYV IA assistance service, we will organise, as far as possible, and then reimburse you, on presentation of receipts, for the hotel costs incurred as a result of the extension of your stay.

In addition, in the event of your return at a later date than that initially planned, and after prior agreement from the VYV IA assistance service, we will organise the return ticket as far as possible, and then reimburse you on presentation of the receipts.

In this case, VYV IA :

- decides on the nature of the tickets made available to the Insured,
- systematically gives priority to modifying the return ticket when organising and paying for a return ticket on a commercial flight

Therefore, the Insured :

- accepts that VYV IA makes this change to its return ticket.
- must return to VYV IA his or her initially planned and unused Return travel ticket when VYV IA has taken charge of the transport of an Insured,

This cover cannot be combined with the "Extended stay" cover in the event of assistance.



The "Impossible return" guarantee does not cover the impossibility of leaving due to the failure of a third party (Tour Operator, Travel Agency, Airline, etc.) in the material organisation of the trip.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.16 REPLACEMENT DRIVER

Reminder: Before calling VYV IA, the Insured must contact the vehicle's insurer in order to verify the existence of similar assistance coverage in the automobile insurance contract. The Insured shall send VYV IA the certificate from the vehicle insurer refusing to cover the costs.

You are ill or injured, this Illness or Injury having resulted, on the medical advice of VYV IA's doctors, in Hospitalisation of at least 24 hours, during a Covered Stay in one of the countries listed below and you are no longer able to drive your personal land motor vehicle of less than 3.5 tonnes.

If none of the passengers has a driving licence, we will provide you with a driver to return the vehicle and all the passengers, with the exception of the injured or sick Insured who is repatriated by any other means, to your place of residence by the most direct route.

We cover the driver's travel expenses and salary.

Drivers are required to comply with French employment legislation and regulations in general.

If your vehicle is more than 5 years old and/or 100,000 km old, or if its condition and/or load does not comply with the standards laid down by the French Highway Code, you should let us know. We then reserve the right not to send a driver.

In the event that the guarantee cannot be implemented, for whatever reason, we will provide and pay for an outward ticket to collect the vehicle. This service only applies

in the countries listed below:

France (including Monaco and Andorra, excluding French overseas departments and territories), Spain, Portugal, Greece, Italy and Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland.

The cost of fuel, tolls, hotels and meals for any passengers remains your responsibility.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.17 LEGAL ASSISTANCE

#### Reimbursement of fees

During a covered Stay outside your Country of Residence, you are liable to legal action, imprisonment for non-respect or involuntary violation of local laws and regulations.

We can reimburse you for the fees of any legal representatives you may have to call upon if an action is brought against you, provided that the acts complained of are not liable to criminal sanction under the legislation of the country, and subject to prior call to the VYV IA assistance centre.

This cover does not apply to events relating to your professional activity or custody of your children of a motorised land vehicle.

#### Criminal surety

If the Insured is imprisoned or threatened with imprisonment, during a Covered Trip outside his/her Country of Residence, VYV IA will advance the criminal bail to the Insured.

In this context, the Insured undertakes to transfer a financial guarantee recognised and recorded by VYV IA of a value equivalent to the sums required for the implementation of the advance of funds linked to the guarantee. In the absence of a financial guarantee transferred by the Insured, no advance of funds will be granted by VYV IA.

This advance must be reimbursed within two months of our request for reimbursement. If the penal deposit is reimbursed to you before this deadline by the authorities of the country, it must be returned to us immediately.

Legal action may be taken if the advance is not repaid.  
within the aforementioned period.

This cover commits the Insurer up to the limit indicated in the Table of Cover.

### 3.18 SEARCH AND RESCUE COSTS AT SEA AND IN THE MOUNTAINS

We cover the costs of search and rescue at sea or in the mountains, following a life-threatening event. Only costs billed by a company duly approved for these activities can be reimbursed.

Under no circumstances can we take the place of local emergency rescue organisations. This cover commits the Insurer up to the limit indicated in the Table of Cover.

### 3.19 PISTE RESCUE COSTS

You are the victim of a skiing accident on open, marked pistes. We will cover the cost of the descent from the scene of the accident to the bottom of the piste or to the nearest first-aid centre to the scene of the accident.

These costs will be covered as long as VYV IA is informed before the end of your stay in the ski resort, and/or within 48 hours of the emergency services intervening.

This cover commits the Insurer up to the limit indicated in the Table of Cover.

### 3.20 TRANSMISSION OF URGENT MESSAGES

You are unable to contact a person in your Country of Residence during your insured Stay. We will pass on the message if you are unable to do so.

Messages must not be of a serious or sensitive nature. Messages are the sole responsibility of their authors, who must be identifiable. We only act as an intermediary for their transmission.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.21 PSYCHOLOGICAL SUPPORT FOLLOWING QUARANTINE

If you are placed in quarantine during your stay outside your country of residence, we can, on the advice of our medical team, put you in touch with a psychologist by telephone. All these discussions are subject to strict confidentiality.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.22 PSYCHOLOGICAL SUPPORT IN THE EVENT OF REPATRIATION

In the event of significant trauma following an event linked to a repatriation organised by VYV IA, we can, at your request, put you in touch with a psychologist by telephone when you return home as part of a repatriation organised by us. These interviews are entirely confidential.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.23 LOCAL TELEPHONE PACKAGE

During an insured Stay outside your Country of Residence, if you have contacted the VYV IA assistance centre, in particular during your quarantine, we will cover the cost of the telephone call to contact us.

To be reimbursed for these costs, you must send us the supporting documents (detailed call record from the telephone operator).

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.24 CASH ADVANCE

During an insured Stay outside the Country of Residence, your means of payment or your official papers (passport, national identity card, etc.) have been lost or stolen.

Just call us and we'll tell you what you need to do (lodge a complaint, renew your papers, etc.).

The information provided is of a documentary nature. It does not constitute legal advice.

Subject to a certificate of theft or loss issued by the local authorities, we can grant you an advance of funds to enable you to purchase essential objects and/or effects.

The Insured undertakes to transfer a financial guarantee recognised and recorded by VYV IA of a value equivalent to the sums required to implement the cash advance.

This advance is repayable to VYV IA within 30 days of the funds being made available.

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

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.25 OFFICIAL DOCUMENTS

During a Covered Trip outside the Country of Residence, the Insured's official papers have been lost or stolen.

In this case, if duplicates of official documents can be sent to the Insured at his/her place of stay from his/her Country of Residence, by a person of his/her choice, VYV IA will reimburse the cost of sending these documents, on presentation of the original proof of the cost of sending and proof of loss or theft of these documents.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 3.26 CONTACT WITH A SPECIALIST FOLLOWING AN ACCIDENT AT HOME

During your insured Stay, your home is subject to a flood, fire or earthquake, burglary and the damage caused require precautionary measures.

We put you in touch with a specialist (plumber, locksmith, glazier, security company) and we will cover the cost of the intervention.

In addition, if your home is uninhabitable when you return from your trip, we will pay for your accommodation in a hotel, up to the maximum amount per Insured person living in the same household.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

## IV. A DESCRIPTION OF ADDITIONAL PERSONAL ASSISTANCE COVER

If, during your insured Stay outside your Country of Residence, you are the victim of an Illness or Accident resulting in repatriation and hospitalisation or immobilisation at home for a period of more than 5 days following your return, we will provide you with additional services and benefits, provided that you submit a request to us within 15 days of your return.

These services are only available in mainland France, Monday to Saturday (excluding public holidays) from 8 am to 7 pm.

### 4.1 SICK GUARD

In the event of Illness during your Insured Stay, and if we have organised your repatriation for medical reasons, we will arrange and pay for the sending of a nurse to your bedside, provided that you request this within fifteen days of your return.

A patient attendant is not a substitute for a health professional such as a nurse or doctor, to deliver Care.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 4.2 CHILDCARE

If we have organised your repatriation for medical reasons and if you have children under the age of 18 residing at home, provided that you send us a request within fifteen days of your return:

- or, we will organise and pay for their care at your home between 7am and 7pm, subject to local availability.

The person responsible for looking after your children may, if no-one close to them is able to attend available, take them to school or crèche and return to collect them;

- or we can provide one of your relatives living in mainland France with a return ticket (train or plane) so that he or she can travel to your home to look after them;
- or, we will provide your children with a return ticket (train or plane) to go to the home of one of your relatives living in mainland France. They will be accompanied by a hostess appointed by us.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 4.3 DELIVERY OF MEDICINES

If we have organised your repatriation for medical reasons, subject to your request within fifteen days of your return, and in the event of a prescription requiring the purchase of essential medication, if you are unable to travel with the prescription you have sent us, we will do what is necessary to find and bring the medication to your home, subject to its availability in the pharmacy.

The cost of medication remains the responsibility of the Insured.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 4.4 EDUCATIONAL SUPPORT FOR YOUR UNDER-AGE CHILD

If, following an Accident or Illness linked to an Insured Event, your minor child is immobilised for more than 15 consecutive days, resulting in absence from school for the same period, we will organise and pay for private lessons with a tutor, subject to local availability.

Our cover applies from the first day of Immobilisation and during the current school year, for children in primary or secondary school (1st and 2nd cycle).

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 4.5 PET SITTING

Following your repatriation by us, and if you are unable to look after your pet, provided that you ask us to do so within fifteen days of your return, we will organise and pay for the outside care of your pets (dogs and cats), provided that they have received the compulsory vaccinations. The costs of care and feeding are covered.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 4.6 HOUSEKEEPERS

Following your repatriation by us, if you are unable to provide for the upkeep of your home, provided that you ask us to do so within fifteen days of your return, we will organise as far as possible, and then pay for, the services of a home help:

- Either from the first day of your Hospitalisation, by helping your family to cope with their usual domestic responsibilities,
- Or as soon as you leave the care establishment, by relieving you of the household chores that your convalescence does not allow you to take on.

The number of hours and duration of application are, in all cases, determined by our medical department.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 4.7 DELIVERY OF MEALS AND HOUSEHOLD SHOPPING

After being repatriated by us, you are unable to travel outside your home country. home, provided that you ask us to do so within fifteen days of your return,

where possible, we will organise and pay for the delivery of your groceries, subject to local availability. This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 4.8 HOSPITAL COMFORT

You are hospitalised following your repatriation for a period equal to or greater than 5 days. If you ask us to do so within fifteen days of your return, we will cover the cost of renting a television set while you are in hospital.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### V. DESCRIPTION OF THE "COVID" ASSISTANCE COVER

#### 5.1 SUSPENSION OF STAY

As part of the holiday organised by the Policyholder, you were able to start your journey (take a plane, board a boat, take a bus) included in the insured Holiday to get to the place of departure of the Touring Trip.

However, following a positive COVID test carried out during your stay, you may not be able to continue with the itinerant holiday programme guaranteed and organised by the Policyholder.

With the prior agreement of the VYV IA helpdesk, we will, as far as possible, organise and pay for accommodation in the event of quarantine.

As soon as you have complied with the health regulations in force and if the return ticket is covered by this policy and organised by the Policyholder, we will organise and pay for :

- modification of the RETURN ticket or,
- the purchase of a new return ticket if this is not possible on the original date or,
- transfer to rejoin the group so that you can continue your trip, within the limits of the available space. the cost of repatriation.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

#### 5.2 DELAYED RETURN

As part of the holiday organised by the Policyholder, including the return ticket, you may not use the RETURN ticket on your return journey following a positive COVID test.

With the prior agreement of the VYV IA helpdesk, we will, as far as possible, organise and pay for accommodation in the event of quarantine.

As soon as you have complied with the health regulations in force, we will, as far as possible, organise and pay for the modification of your RETURN ticket or the purchase of a new RETURN ticket if the RETURN journey is impossible on the date originally planned.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### 5.3 CONSEQUENCES OF QUARANTINE

As part of the Covered Trip organised by the Policyholder, including return travel and Accommodation, following a positive COVID test, you must leave the Accommodation at the location of the Covered Trip to be placed in Quarantine in order to comply with the obligations of the country of stay as prescribed by the local authorities, without a temporary Accommodation solution being offered to you by the accommodation provider.

With the prior agreement of the VYV IA helpdesk, we will, as far as possible, organise and pay for accommodation in the event of quarantine.

As soon as you have complied with the health regulations in force and if the return ticket is covered by this policy and organised by the Policyholder, we will organise and pay for :

- modification of the RETURN ticket or,
- the purchase of a new RETURN ticket if this is not possible on the date originally planned.

This cover is binding on the Insurer up to the limit indicated in the Table of Cover.

### VI.LIMITATIONS ON VYV IA'S COMMITMENTS

The work carried out by VYV IA complies fully with national and international laws and regulations. They are therefore subject to obtaining the necessary authorisations from the competent authorities.

In all circumstances, VYV IA reserves the right to take legal action against one or more third parties likely to be recognised as being responsible for the Event or the Claim which led to the intervention of its services and the implementation of the guarantees.

VYV IA reserves the right, depending on the circumstances of the Event or the Claim, to implement a guarantee, on an exceptional and commercial basis, when this should not be implemented with regard to the clauses of the contract. This decision by VYV IA may not be interpreted as acceptance of the implementation of any other cover in the contract or of all the clauses in the contract.

In the event of a breach by the Insured of any of its obligations, VYV IA does not waive this obligation and may invoke it in the future.

No waiver by VYV IA of any of its rights under the contract will constitute a waiver of its rights for the future.

If the Insured refuses to follow the decisions taken by VYV IA's medical service, he/she releases VYV IA from all liability for the consequences of such an initiative and the Insured loses all rights to benefits or compensation.

Under no circumstances can VYV IA replace local emergency rescue organisations or pay for the costs incurred. VYV IA never pays for primary transport (transport from the place of the Event to the Care structure).

VYV IA can only intervene within the limits of the agreements given by the local authorities.

VYV IA shall not be held liable for any failure or delay in the performance of its obligations resulting from force majeure such as civil or foreign war, revolution, riot, strike, seizure or coercion by public force, official prohibitions, piracy, explosions of devices, nuclear or radioactive effects, epidemics, climatic or natural impediments, in particular storms, hurricanes, earthquakes.

For all cover implemented which requires it, VYV IA decides on the nature of the tickets made available to the Insured. VYV IA will systematically favour the modification of the Return ticket when organising and paying for a Return ticket on a commercial flight. The Insured accepts that VYV IA makes this modification to his/her Return ticket. When VYV IA has taken charge of the transport of an Insured, the latter must return the Return ticket initially planned and not used.

Cover takes effect on the day of departure and expires on the day of return for the period indicated on the certificate.

of enrolment in the Trip, without exceeding 90 days.

VYV IA's maximum liability in the event of a Claim is set out in the Table of Benefits.

## **VII. EXCLUSIONS FROM PERSONAL ASSISTANCE AND ASSISTANCE SERVICES TO PEOPLE**

We do not intervene in this case:

- Travel undertaken for diagnostic and/or treatment purposes,
- Medical and hospitalisation expenses in the Country of Residence,
- Minor ailments or injuries that can be treated on the spot and/or do not prevent the Insured to continue his trip,
- Pregnancy, unless there is an unforeseeable complication, and in all cases, pregnancy beyond the 36th week, voluntary interruption of pregnancy and the aftermath of childbirth,
- Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- The cost of prostheses: optical, dental, acoustic, functional, etc.
- The consequences of situations involving the risk of infection in the context of an epidemic or pandemic which are the subject of quarantine or containment measures or preventive measures or specific surveillance by the international and/or local health authorities of the country where you are staying and/or the national health authorities of your country of origin, unless otherwise stipulated in the cover,
- The cost of spa treatments, beauty treatments, vaccinations and related expenses,
- Stays in nursing homes and related expenses,
- Rehabilitation, physiotherapy, chiropractic treatment and related costs,
- Planned hospitalisations.

## **VIII. GENERAL EXCLUSIONS**

We do not intervene in this case:

- Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- Catering and hotel expenses, except those specified in the text of cover,
- Damage resulting from the Insured's participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- The amount of convictions and their consequences,



- Use of narcotics or drugs not prescribed by a doctor,
  - Alcohol impairment as defined by regulations,
  - Customs duties,
  - Participation as a competitor in a competitive sport or rally, as well as training for these competitions,
  - Professional practice of any sport,
  - Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
  - The consequences of failure to comply with the recognised safety rules associated with the practice of any sporting or leisure activity,
  - The consequences of failure to comply with recognised safety rules relating to the driving of motorised vehicles (seat belts, helmets, closed shoes, gloves, etc.), in particular verification that the Insured holds a driving licence for the use of any motorised vehicle.
  - The consequences of the use or operation of motorised equipment for sporting or leisure activities.
- leisure (water, land, air), whether you are a driver or a passenger;
- The consequences of Accidents that occur when the Beneficiary practises a sport in a professional capacity, or practises or takes part in a sporting or leisure activity on an amateur basis or in competition, requiring the use of a motorised device (whether on land, in the air or in water), as well as preparatory training, when these consequences lead to the implementation of cover for an aggregate amount of more than €10,000.
  - Expenses incurred after return from the trip or expiry of the guarantee,
  - Events occurring during any sporting or leisure activity if :
    - lack of insurance cover for the company organising the activity or,
    - the Insured's lack of a certificate of fitness if he/she is practising the sport or the activity in question.
 independent leisure activities,
    - where the Insured has voluntarily accepted a waiver of liability from the organiser of the sporting or leisure activity.
- The Insured's participation as a competitor in sporting competitions, bets, matches, contests, rallies or their preparatory trials, as well as the organisation and payment of all search costs related to the practice of these dangerous sports,
  - In the event of a risky or dangerous sporting or leisure activity not included in this list, the Insured undertakes to contact VYV IA for authorisation or refusal.
  - Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorised by the local authorities,
  - Official bans, seizures or coercive measures,
  - The Insured's use of air navigation equipment,
  - The use of weapons of war, explosives and firearms,
  - Damage resulting from intentional or reckless misconduct on the part of the Insured,
  - Pollution, natural disasters (unless otherwise stipulated in the cover),
  - People who are not up to date with compulsory and/or recommended vaccinations in France or in the country where they are staying, as well as people who have not complied with the vaccination recommendations known to be promoted by the French public authorities,

- Claims relating to any pre-existing medical condition of the Insured which was diagnosed in the 6 months prior to the date of Travel (or the date of commencement of the of insurance if this date is later) ;

- Claims relating to any pre-existing medical condition of the Insured which was treated in the 6 months prior to the date of the Trip (or the date of commencement of the period of insurance if this date is later);
- Claims relating to any pre-existing medical condition which required the Insured to be hospitalised in the 6 months prior to the date of the Trip (or the date of commencement of the period of insurance if this date is later);
- Claims relating to any pre-existing medical condition of the Insured which requires the ongoing treatment prescribed by a doctor ;
- Claims in connection with any Heart Disease of the Insured diagnosed before the date of booking of the Trip (or the date of commencement of the Period of Insurance if this date is later);
  - Claims in connection with any type of cancer of the Insured, diagnosed before the date of booking of the Trip (or the start date of the Period of Insurance if this date is later) ;
- Any treatment given to the Insured which has not been confirmed by VYV IA's doctors as being medically necessary in relation to the Claim;
- Any treatment of the Insured not directly related to the Accident or Illness for which the Insured has been hospitalised.
- Care made necessary by the Insured's state of health of which the Insured could not have been unaware before departure from their country, even in the absence of a medically established diagnosis.
- Care which, in the opinion of VYV IA's doctors, can be carried out in the Country of Residence after the Insured's return.
- Expenses incurred following the Insured's decision not to change hospital, contrary to the recommendations of VYV IA's doctors, or not to return to his/her Country of Residence after the date on which, in the opinion of VYV IA's doctors, the Insured could have done so.
- The consequences of non-compliance by the Insured (or a third party representing him/her if the Insured is not able to do so) with the principle of transmitting to VYV IA within 12 hours of any request by VYV IA any medical information enabling VYV IA to implement the guarantee and deliver the benefit.
- Assistance cover taken out when the French Ministry of Foreign Affairs advises against travel to the destination declared at the time of subscription,
- Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, seizure of property, etc. hostage (unless otherwise stipulated in the guarantee),
- Any request directly related to a declaration of an Epidemic or Pandemic designated as such by the WHO, unrelated to the coronavirus family and known at the time of purchase of the holiday,
- The disintegration of the atomic nucleus or any irradiation from an energy source of a radioactive nature.

VYV IA cannot under any circumstances be held liable for failures or delays in the performance of its obligations resulting from cases of force majeure, or well-known events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences; consequently, any request for assistance linked to travel restrictions resulting from an event that was known at the time of purchase of the holiday will not be covered.

Under Assistance cover, repatriation by VYV IA does not cover benign illnesses or injuries that can be treated locally, nervous or mental illnesses, pregnancy one month before term, the consequences of suicide committed or attempted by the Insured, the taking of drugs, narcotics, alcohol, similar substances and medicines in doses not prescribed by an authorised medical authority and their consequences.

Under no circumstances may VYV IA be held liable for any act that might interfere with its duty of care.  
protection for its teams or service providers.

## IX. OPERATING RULES FOR ASSISTANCE SERVICES

In the event of the existence of other insurance policies covering the same risks, this contract shall only apply in addition to the cover provided by other policies, unless otherwise stipulated in such policies.

The invocation of cover is OBLIGATORY subject to the prior agreement of the VYV IA services on the basis of the conditions of cover provided by this contract. Only cover and services organised by or in agreement with its departments are covered by VYV IA. VYV IA's express agreement is evidenced by a file number communicated to the Insured. VYV IA intervenes within the framework set by national and international laws and regulations.

Contact details for reporting a claim:

Tel: 00 33 5 86 85 01 25  
Mail: ops@vyv-ia.com  
VYV International Assistance  
"Meetch Travel Assistance  
3 Passage de la corvette, 17 000 La Rochelle, France

The VYV IA Assistance Centre is available 24 hours a day, 7 days a week. To enable us to intervene in the best possible conditions, you will be asked for the following information when you call:

- Your contract number,
- Your first and last name,
- Your home address,
- The country, town or city in which you are located at the time of the call, specifying the exact address (number, street, hotel, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

The request for assistance must be made within 48 hours of the occurrence of the Event. generator related to this request. After 48 hours, VYV IA may accompany and guide the Insured but may not take charge of the request, if VYV IA finds that this delay has caused prejudice to the Insurer.

On your first call, you will be given an assistance file number. You should always quote this number when you contact our Assistance Service.

All requests for assistance, whatever their nature, are received on this single number. On receipt of a call, and after identifying the nature of the intervention to be carried out, VYV IA will call in the specialised service provider(s) and consultant(s).

The Insured (or a third party representing him/her if the Insured is not able to do so) must send VYV IA within 12 hours of any request by VYV IA any medical information enabling VYV IA to implement the guarantee and deliver the benefit.

VYV IA can only intervene within the limits of the agreements given by the local medical and/or administrative authorities, and cannot under any circumstances take the place of local emergency organisations if they are part of the public authority, nor cover the costs thus incurred.

The Subscriber may contact VYV IA directly for the implementation of assistance services not provided for in this contract, whether or not related to the cover offered. He/she may also contact the Insurer, who will direct him/her to VYV IA or VYV IA's partner in the case of security assistance services.

These assistance services, after a feasibility study, will be the subject of a contract directly between the Policyholder and VYV IA or between the Policyholder and VYV IA's partner for security assistance services, without the Insurer's involvement in the contract. The provisions of this contract will therefore not apply to these assistance services.

In the event that VYV IA agrees to provide assistance services in an infectious risk situation in an epidemic or pandemic context, subject to quarantine or containment measures or preventive measures or specific surveillance by the local, national or international health authorities, the Insurer's commitment is acquired by the Insureds according to the terms and conditions mentioned in the present contract.

VYV IA takes charge of and implements the means necessary for the Execution of the guaranteed benefits set out below. These guaranteed services are available to the Insured 24 hours a day in the event of an Accident or Illness suffered by the Insured during the Activity anywhere in the world.

VYV IA operates an emergency telephone service staffed 24 hours a day, 365 days a year by multilingual assistants and has a team of qualified medical advisers, nurses and doctors available to advise on the most appropriate medical assistance and treatment.

Only VYV IA's medical authorities are authorised to decide on repatriation, the choice of means of transport and the place of Hospitalisation and, if necessary, to contact the local attending physician and/or the family physician, in order to intervene under the conditions best suited to the Insured's condition.

VYV IA is only obliged to cover costs in addition to those which the Insured would normally have had to incur for his/her return.

## X.REPAYMENT CONDITIONS

To request reimbursement, the Insured must :

- VYV IA must be notified within 2 working days,
- To enclose a copy of the invoices with its declaration within 15 days of the invoices being issued. to justify the expenses incurred by the Insured.

After these deadlines, the Insured will forfeit any right to compensation if his/her delay has caused prejudice to VYV IA.

The Insured must also state in his declaration :

- Its insurance contract number and the file number allocated by the Centrale of VYV IA,
- A detailed medical certificate stating the exact nature and date of the illness,
- Death certificate, if applicable,
- Any documents required to examine the application may be requested by VYV IA without delay.

If the VYV IA doctor is not provided with the medical information required for the investigation, the file cannot be processed.

When VYV IA has taken charge of the Insured's transport, the Insured must return the Return ticket initially planned and not used.

## XI. HANDLING COMPLAINTS

In the event of disagreement concerning the management of the contract, the Policyholder and/or the Insured(s) should contact their claim to VYV IA, by writing to the following address

Mail: [mediation-reclamation@vyv-ia.com](mailto:mediation-reclamation@vyv-ia.com)  
VYV International Assistance  
"Meetch Travel Assistance  
3 Passage de la corvette, 17 000 La Rochelle - France

If, after examining the claim, the disagreement persists, the Insured may request the opinion of the Mediation officer, without prejudice to other legal avenues of action, by e-mail ([mediation@mutualite.fr](mailto:mediation@mutualite.fr)) or at the following address: Médiateur de la Mutualité Française, FNMF, 255 rue de Vaugirard, 75719 PARIS Cedex 15.

## XII. PROTECTION OF PERSONAL DATA

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (known as the General Data Protection Regulation), as part of the management of the insurance contract the Insured's personal data may be transferred to VYV IA, its delegates, its service providers, its subcontractors or its reinsurers. Members are informed that data concerning them and any beneficiaries is processed for the purposes of taking out, managing and executing this insurance contract and for its commercial management. It may also be used for control purposes, to combat fraud, money laundering and the financing of terrorism, to find the beneficiaries of unpaid death policies and to enforce legal and regulatory provisions, in application of this contract.

The data collected is essential for the implementation of this processing and is intended for the departments concerned at VYV IA as well as, where applicable, its subcontractors, service providers or partners. VYV IA is required to ensure that this data is accurate, complete and, where necessary, updated. The data collected will be kept for the entire duration of the contractual relationship, increased by legal requirements or in compliance with the periods stipulated by the Commission Nationale de l'Informatique et des Libertés (CNIL).

This personal data may be transferred to service providers or subcontractors established in countries outside the European Union. Such transfers may only involve countries recognised by the European Commission as having an adequate level of protection for personal data, or recipients offering appropriate guarantees.

Policyholders have a right of access, rectification or deletion, limitation of the processing of their data, portability, opposition to processing, as well as the right to define directives concerning their fate after their death. They may exercise their rights by contacting :

VYV International Assistance Data  
Protection Officer  
3 Passage de la Corvette, 17000 La Rochelle, France  
or by e-mail [dpo@vyv-ia.com](mailto:dpo@vyv-ia.com)

When exercising their rights, they may be asked to produce proof of identity. In the event of a persistent dispute, they have the right to refer the matter to the CNIL at [www.cnil.fr](http://www.cnil.fr) or at 3, place de Fontenoy - TSA 80715 - 75334 Paris cedex 7, France.

The Policyholder/Insured Party expressly authorises VYV IA to use his/her contact details for commercial prospecting purposes with a view to offering other assistance services. The Subscriber/Insured Party may object by letter to receiving commercial solicitations.

### **XIII. THE SUBROGATION**

VYV IA is subrogated ipso jure to the beneficiary of benefits who is the victim of an Accident (Insured) in his action against the liable third party, whether the third party's liability is full or shared. This subrogation is exercised up to the limit of the expenses that VYV IA has incurred, up to the amount of the share of the compensation payable by the third party who repairs the injury to the physical integrity of the victim. This excludes the part of the compensation, of a personal nature, corresponding to the physical or moral suffering endured by the victim and to aesthetic and pleasure loss, unless the benefit paid by VYV IA compensates these elements of loss.

Similarly, in the event of an Accident followed by death, the part of the compensation corresponding to the non-material loss suffered by the Rightful Claimants remains theirs, subject to the same reservation. If the Insured of the benefits has been directly compensated by the third party, the repayment of the benefits paid by VYV IA is required.

The Insured of the benefits who, through negligence or wilful abandonment, makes recovery impossible, is obliged to reimburse the benefits received.

### **XIV. THE PRESCRIPTION**

All actions deriving from this contract are time-barred after two years from the Event giving rise to them. However, this period does not run :

- In the event of a concealment, omission, false or inaccurate statement concerning the risk incurred, due to the Insured only from the day on which VYV IA became aware of it;
- In the event of realisation of the risk, only from the day on which the interested parties became aware of it, if they prove that they have ignored it until now.

When the Insured's action against VYV IA is based on recourse by a third party, the limitation period only runs from the day on which this third party took legal action against the Insured or the rightful claimant, or was compensated by the latter.

In accordance with the provisions in force, prescription is interrupted by one of the ordinary causes of interruption of prescription (i.e. in particular legal action and recognition of the Insured's rights by VYV IA) and by the appointment of experts following the occurrence of a risk. The interruption of prescription of the action may also result from the sending of a registered letter with acknowledgement of receipt addressed by VYV IA to the Insured, with regard to the action for payment of the premium, and by the Subscriber or the Insured to VYV IA, with regard to payment of the indemnity.

The limitation period is extended to ten years when, in the case of operations on human life, the beneficiary is not the Insured and in operations relating to Accidents affecting persons, when the beneficiaries are the rightful claimants of the deceased Insured.

The statute of limitations may be interrupted by the ordinary causes of interruption of the statute of limitations, namely :

- Recognition by the debtor of the right of the person against whom he was prescribing,



- Legal action,
- A protective measure taken in application of the code of civil enforcement procedures or an act of forced execution,
- The interpellation of one of the joint and several debtors by an application to the court or by an act of forced execution or the recognition by the debtor of the right of the person against whom he was prescribing,
- The interpellation made to the principal debtor or his acknowledgement for the cases of prescription applicable to sureties.

## **XV.SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Insured's domicile in accordance with the legislative provisions in force.

## **XVI. FALSE DECLARATION**

When it changes the object of the risk or diminishes our opinion of it:

- Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid remain our property and we shall be entitled to demand payment of premiums due, in accordance with the legal provisions in force;
- Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of a reduction in compensation, in accordance with the legislative provisions in force.

## **XVII. THE SUPERVISORY AUTHORITY**

The supervisory authority responsible for supervising VYV IA is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 place de Budapest, CS 92459, 75436 Paris cedex 9.

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