

NOTICE  
D'INFORMATION



Contrat Mutuaide  
SEJOUR INDIVIDUEL  
ET FAMILIAL

VILLANOVO



# ANNEX 1: INFORMATION NOTICE

**INFORMATION NOTICE FOR POLICY NO. 6767**

**HOW TO CONTACT OUR INSURANCE DEPARTMENT  
TRUSTIWAY**

10 RUE DE LA PAIX – 75002 PARIS  
From Monday to Saturday - 9:00 am to 7:00 pm

- **by telephone from France: 07.56.92.83.82.**  
*(Non-premium call, cost depending on carrier, calls may be recorded)*
- **by telephone from abroad: 33.1.07.56.92.83.82 preceded by the local code for access to the international network**  
*(Non-premium call, cost depending on carrier, calls may be recorded)*
- **by email:** [contact@trustiway.com](mailto:contact@trustiway.com)

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

- Your policy number,
- Your surname and first name,
- Your residential address,
- The phone number which we can contact you on,
- The reason for your report.

**During the first call, an insurance case number will be communicated to you. Keep it in mind for all subsequent relations with our Insurance Department.**

**TABLE OF COVERAGES**

INSURANCE COVERAGE	CEILING
<p><b>1/ CANCELLATION</b></p> <ul style="list-style-type: none"> <li>✓ <b>Cancellation for medical reasons (A1).</b></li> <li><b>Of which:</b> <ul style="list-style-type: none"> <li>- Cancellation for illness declared in the month preceding departure in the event of an epidemic or pandemic</li> <li>- Cancellation for denied boarding following temperature measurement</li> </ul> </li> <li>✓ <b>Cancellation for all justified reasons (A2)</b></li> <li>✓ <b>Cancellation for lack of or excess snow (Optional) (A3)</b></li> </ul> <p><b>2/ COSTS OF INTERRUPTION OF STAY</b></p> <ul style="list-style-type: none"> <li>✓ <b>Reimbursement of land services not used pro rata temporis (transport not included) (B)</b></li> </ul> <p><b>3/ CIVIL LIABILITY OF THE TENANT</b></p> <ul style="list-style-type: none"> <li>✓ <b>Consequential bodily, material and immaterial damage caused to Third Parties due to occupancy of the premises (C1)</b> <ul style="list-style-type: none"> <li>➤ <b>Of which consequential material damage (C2)</b></li> <li>➤ <b>Deductible (C3)</b></li> </ul> </li> <li>✓ <b>Consequential material and immaterial damage caused to the owner (C4)</b> <ul style="list-style-type: none"> <li>➤ <b>Of which consequential non-material damage (C5)</b></li> <li>➤ <b>Deductible(C6)</b></li> <li>➤ <b>Of which damage caused to movable property listed in the inventory attached to the rental contract (C7)</b></li> <li>➤ <b>Of which damage caused to movable property listed in the inventory attached to the rental contract without supporting invoices (C8)</b></li> <li>➤ <b>Deductible (C9)</b></li> </ul> </li> </ul>	<p>(A1) Maximum €20,000 per rental</p> <p>(A2) Maximum € 20,000 per rental</p> <p>(A3) Maximum € 20,000 per rental</p> <p>(B) Maximum € 20,000 per rental</p> <p>(C1) € 500,000 per claim</p> <p>(C2) € 50,000 per claim</p> <p>(C3) € 300 per claim</p> <p>(C4) € 500,000 per claim</p> <p>(C5) € 50,000 per claim</p> <p>(C6) € 300 per claim</p> <p>(C7) € 4,000 per claim</p> <p>(C8) € 200 per claim</p> <p>(C9) € 50 per claim</p>

**ARTICLE 1 - DEFINITIONS AND SCOPE****We, the Insurer:**

For Assistance and Insurance coverage excluding Tenant Civil Liability, the Insurer is MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. Limited company (SA) with capital of €12,558,240 - Company governed by the Insurance Code - Subject to the control of the Prudential Control Authority for Resolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - VAT FR 31 383 974 086.

For the Tenant's Civil Liability coverage, the Insurer is GROUPAMA Rhône - Alpes Auvergne - Caisse régionale d'Assurances Mutuelles Agricoles de Rhône - Alpes Auvergne 50 rue de Saint - Cyr - 69251 Lyon cedex 09 - 779 838 366 RCS Lyon - Issuer of mutual certificates Companies governed by the Insurance Code and subject to the Prudential Control and Resolution Authority - 4 Place de Budapest - 75009 Paris

**Serious bodily injury**

Sudden deterioration in health resulting from the sudden action of an external cause, not intentional on the part of the victim, noted by a competent medical authority resulting in the issuance of a prescription for medication for the benefit of the patient, and involving the cessation of any professional or other activity.

**Attack**

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

This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

**Insured**

Individual or group duly insured under this policy, and hereinafter referred to as "You".

For insurance coverages excluding Tenant Civil Liability, these persons must have their domicile in France, in the French overseas departments and territories and sui generis communities, or in Europe.

For the Tenant's Civil Liability coverage, the Insured is the tenant, a natural person party to the Rental Agreement and designated (Surname, First name, address) on the Rental Agreement - The spouse of the Insured, his or her children or those of their spouse as well as any other persons participating with the Insured Party in the stay covered by the Rental Agreement have the status of Insured

**Rented property**

Property covered by the temporary rental agreement (house or apartment) including the movable property listed in the inventory attached to the rental agreement.

**Injury**

Sudden deterioration in health resulting from the sudden action of an external cause, not intentional on the part of the victim, noted by a competent medical authority

**Natural disaster**

Abnormal intensity of a natural agent not arising from human intervention. Phenomenon, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural cataclysm, having had for cause the abnormal intensity of a natural agent, and recognised as such by the public authorities.

**Guaranteed travel**

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

**Domicile**

For the Insurance coverages excluding Civil Liability of the Tenant, the domicile is the main and usual place of residence in France, in the French overseas departments and territories and sui generis communities, or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

**Overseas departments and regions (DOM/ROM), overseas communities (COM). and sui generis communities**

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

**Duration of coverages**

- The "Cancellation" coverage takes effect on the day you take out the insurance and expires on the day of your departure on your trip.
- The validity period of the other coverages 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 during a given period and in a given region.

**Abroad**

Any country outside of your home country.

**Europe**

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

**Covered insurance events**

According to the products subscribed:

- ✓ Cancellation
- ✓ Interruption of stay
- ✓ Civil Liability of the Tenant

**Deductible**

Part of the claim payable by the Insured as provided for in the policy in the event of compensation following a claim. The deductible can be expressed as an amount, a percentage, a day, an hour, or a kilometre.

**Illness**

Sudden and unforeseen deterioration in health as certified by an authorised medical practitioner.

**Serious illness**

Sudden and unpredictable deterioration of health observed by a competent medical authority resulting in the issue of a prescription for the benefit of the patient and involving the cessation of any professional or other activity.

**Maximum per event**

If the coverage benefits several insured victims of the same event and insured under the same specific conditions, the insurer's coverage is in all cases limited to the maximum amount provided for under such coverage, whatever the number of victims. As a result, compensation is reduced and adjusted in proportion to the number of victims.

**Family members**

Your legal or de facto spouse or any person linked to you by a civil partnership (PACS), your ascendants or descendants or those of your spouse, your stepfathers, stepmothers, brothers, sisters, including the children of the spouse or cohabiting partner 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 living in your home country unless it has been legally agreed otherwise.

**Nullity**

All fraudulent, forged or false claims and false witness statements used to claim the benefits provided under this policy, will result in the nullity of our commitments and the forfeiture of rights provided as part of this agreement.

**Pandemic**

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

**Quarantine**

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

**Claims**

Random event likely to trigger the insurance coverage.

**Territoriality**

Worldwide.

**ARTICLE 2 - DESCRIPTION OF INSURANCE COVERAGES****1/ CANCELLATION****CANCELLATION FOR MEDICAL REASONS**

Coverage is granted to you for the reasons and circumstances listed below, with exclusion of all others, within the limit indicated in the Table of Coverages:

• **Serious illness (including serious illness following an epidemic or pandemic declared within 30 days prior to departure), Serious bodily injury or death, including the consequences, sequelae, complications or aggravation of an illness or accident, noted before booking 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 designated upon subscription,
- the person designated upon insurance subscription, responsible during your trip, to look after or accompany on holiday, your minor children, or the disabled person living under your roof, provided that there is hospitalisation of over 48 hours, or death.

• **Pregnancy complications up to the 28th week.**

- ✓ and which entail the absolute cessation of any professional or other activity and provided that, at the time of departure, you are not more than 6 months pregnant or,
- ✓ if the nature of the trip is incompatible with the state of pregnancy, provided that you were not aware of your condition at the time of registration.

• **Refusal of boarding following a temperature measurement of the Beneficiary/Insured, upon arrival at the departure airport.** (Proof issued by the transport company which refused to board you, or by the health authorities, must be sent to us; lacking this proof, no compensation will be possible).

**It is up to you to provide evidence as to the situation giving rise to the right to our services; thus, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

**CANCELLATION ALL JUSTIFIED CAUSES**

The coverage is also triggered, within the limit indicated in the Table of Coverages, for **any other random event, whatever its nature, constituting an immediate, real and serious obstacle**, preventing your departure and/or the performance of the activities planned during your stay. By random event, we mean any sudden, unforeseeable circumstance beyond the control of the Insured party justifying the cancellation of the trip. The random event must have a direct causal link with the inability to leave.

**CANCELLATION FOR LACK OF OR EXCESS SNOW** (Only if the snow option has been subscribed)

We will reimburse you for the cancellation costs charged to you by your travel organisation in application of its general conditions of sale and within the limit indicated in the Table of Coverages, if, due to lack of or excess snow, you are forced to cancel or give up your stay within 48 hours preceding the contractual date of commencement of the rental.

This coverage may only be triggered upon a snow report published by an organisation approved to issue such report, concerning the station itself if it is a member, or if it is not, the closer station "as the crow flies".



It will be established that there is a lack of snow or excess snow in the winter sports resort of the place of the rental, if, in the 48 hours preceding the date scheduled for the start of the rental, over 2/3 slopes in the ski area of the resort in question are closed according to the aforementioned snow report.

**ATTENTION: This coverage only applies between December 15th and April 1st of the following year.**

### **COVER AMOUNT**

Compensation paid under this Policy may in no case exceed the price of the trip declared when taking out this Policy, and within the limits provided for in the Table of Coverages.

We will reimburse you for the amount of the cancellation fees charged under the conditions of the cancellation scale listed in the general conditions of the travel agency.

Application fees under €50, tips, visa as well as the premium paid in consideration to take this Policy are not refundable.

### **WHEN SHOULD YOU REPORT THE CLAIM?**

#### **Two steps**

1/ From the first manifestation of the illness or from the knowledge of the event triggering the coverage, you must **IMMEDIATELY notify your travel agency.**

**If you later cancel the trip with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication noted by a competent authority, as per the cancellation scale appearing in the particular sales conditions of the travel agency.**

2/ Furthermore, you must report the claim to **TRUSTIWAY SERVICE CLAIM** within five working days of the event triggering the coverage.

### **WHAT ARE YOUR OBLIGATIONS UPON A CLAIM?**

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

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

**You must provide TRUSTIWAY CLAIMS SERVICE with the documents and medical information required to process your claim, using the pre-printed "Medical Service" envelope, which we will send to you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.**

**If you lack these documents or information, you must have them communicated by your attending physician and submit them by means of the pre-printed envelope referred to above, to TRUSTIWAY CLAIMS SERVICE.**

**You must also submit any information or documents that will be requested to justify the reason for your cancellation, and in particular:**

- ✓ all photocopies of prescriptions for medicines, analyses or examinations as well as all documents justifying their issuance or execution, and in particular the sickness sheets comprising, for the prescribed medicines, a copy of the corresponding labels.
- ✓ the statements of Social Security or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the invoice received for the charge that you must pay to the travel agency, or that the latter retains,

- ✓ the number of your Policy,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, if applicable, witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company which denied you boarding, or by the health authorities; lacking such proof, no compensation will be possible).
- ✓ and any other necessary document.

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

#### **EXCLUSIONS FROM COVERAGE**

The Cancellation coverage does not include the impossibility of leaving related to the closing of borders, or the material organisation, the accommodation conditions or the security of the destination.

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

- ◆ An event, illness or bodily injuries subject to a preliminary diagnosis, treatment, relapse, aggravation or hospitalisation between the booking date of the journey and the signing of this policy
- ◆ Any circumstance only prejudicial to the simple approval,
- ◆ Pregnancy including its complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, childbirth, or in vitro fertilisation and their consequences,
- ◆ Forgetting to vaccinate,
- ◆ Default of any kind, including of a financial nature, of the carrier making it impossible to fulfil its contractual obligations,
- ◆ The lack or excess of snow coverage (except if option subscribed),
- ◆ Any medical event whose diagnosis, symptoms or the cause thereof are of a psychic, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than 3 consecutive days after taking out this Policy,
- ◆ Pollution, the local health situation, natural disasters subject to the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- ◆ Consequences of criminal proceedings to which you are subject,
- ◆ Any other event occurring between the date of subscription to the Policy and the date of departure of your trip
- ◆ Any event that has occurred between the date of subscription to the trip and the date of subscription to the policy.
- ◆ The absence of risk,
- ◆ From an intentional and/or illegal act, the consequences of alcoholic states and the use of drugs, of any stupefying substance mentioned in the Public Health Code, of drugs and treatments not prescribed by a doctor,
- ◆ Simply because the destination of your trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event for which the responsibility could be incumbent on the travel agency in application of the Tourism Code in force,
- ◆ The non-presentation, for any reason whatsoever, of documents essential for the stay, such as a passport, identity card, visa, transport tickets, or vaccination record, except in the event of theft, within 48 hours before departure, of a passport or identity card.

## **2/ COSTS OF INTERRUPTION OF STAY**

Following your early return, we will reimburse you and the members of your family members or of a member under this policy accompanying you, the costs of stays already paid and not used (transport not included) pro rata temporis, from the night following the event leading to the return.

We also intervene in the event of theft, serious damage from fire, explosion, water damage, or damage caused by the forces of nature to your professional or private premises, and imperatively involving your presence to take the necessary protective measures. We will reimburse you as well as members of your family members or a person accompanying you, pro rata temporis, for the accommodation costs already paid and not used (transport not included) from the night following the date of the early return.

## **EXCLUSIONS FROM COVERAGE**

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

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

## **WHAT ARE YOUR OBLIGATIONS UPON A CLAIM?**

You must report your claim to **TRUSTIWAY CLAIM SERVICE** within five working days of becoming aware thereof, except in fortuitous cases or force majeure. After this period, if we suffer damage as a result of the late report, you lose all rights to compensation.

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

## **3/ CIVIL LIABILITY OF THE TENANT**

### **1. The Resort Civil Liability coverage**

#### We cover

- the financial consequences of the civil liability that the Insured may incur:

> towards third parties due to:

- consequential bodily, material and non-material damage

**Following a fire, an explosion, or water damage having arisen in the property rented and occupied by the Insured (terms defined in Section 6 of this document)**

> towards the owner due to:

- material damage caused to the rented property

- consequential non-material damage (loss of rent and consequent deprivation of use)

**Following a fire, an explosion, or water damage having arisen in the property rented and occupied by the Insured (terms defined in Section 6 of this document)**

We do not cover

In addition to the general exclusions of your policy and the exclusions:

- Damage to property, objects or animals owned by the Insured
- Damages not involving the civil liability of the Insured
- Damage that originated outside of the guaranteed property that is occupied by or made available to the Insured
- Damage occurring outside of the rental period stated on the Rental Agreement
- Damage caused to animals
- Damage to valuables
- Installations located outside of the rented buildings that do not belong to the owner.
- Damage to vegetation
- The Insured's civil liability in case of non-payment for the Rented property
- Damages incurred while the premises containing the Insured objects is occupied by a Third party other than the renter
- Damage caused by a lack of maintenance by the Lessor or the owner of the Rented property
- Damage caused by using the Rented property or personal property in ways that do not conform to the Rental Agreement
- Consequences of contractual commitments exceeding those for which the renter is legally required
- Breakdowns of devices available to the Insured
- Missing items in the inventory
- Damage to property falling into a fireplace with a flame
- Fire damage from a camp fire or a chimney fire that had not been swept when the damage occurred
- Damage from wilful destruction, cigarette burns or caused by any other smoking materials
- Infiltration, backflow, overflow or flooding from bodies of water, streams, or springs
- Any damage caused by moisture, condensation, fog, or smoke
- Any damage resulting from rupture, or overflows from removable or inflatable swimming pools
- Breakage of windows of the rented property, including breakage of glazing of the usual furniture
- Theft of entrusted property
- Theft or loss of keys to the Rented property

## 2. Where do your coverages apply?

Worldwide for stays or trips not exceeding 90 consecutive days

Please note that the applicable regulations correspond to the legislation of the country in which the damage occurred, within the limits of the Personal Civil Liability coverage provided for in your Home policy.

## 3. What are the general exclusions of your policy?

We never cover:

- **damage suffered by:**
  - land motor vehicles subject to compulsory insurance, sailboats, vessels and motor boats, air navigation devices including microlights and paramotors, or category B to G drones, of which the Insured has ownership, use or custody
  - coins
  - securities of all kinds
  - goods located outside of the rented buildings.
- **the consequences:**
  - of the fault of the Insured, if it is intentional or fraudulent
  - of acts of war

- of the handling of war machines whose possession is deemed illegal
    - damage or aggravation of damage caused by the direct or indirect effects of radioactivity due to an atomic explosion or any other source of ionizing radiation, except if it results from attacks or acts of terrorism (Law of 23/01/06)
    - payment of fines
    - the consequences of the Insured's participation in betting activities
    - the storage, transport and use of fireworks whose use is regulated
    - the consequences of all claims related to a professional activity
- In addition to these general exclusions, there are specific exclusions that appear in each of the policy coverages.

#### 4. Definition of insurance terms

##### ACCIDENT

Any sudden, unforeseen event external to the victim or to the damaged property and constituting the cause of the damage.

##### OTHER

Any person, natural or legal, other than the Insured or the subscriber.

##### INSURED PROPERTIES

Tourist premises rented by the Insured on a private and temporary basis, as well as their contents listed in the inventory.

##### RENTAL AGREEMENT

Contract entered into between the Lessor and the Insured for the provision of the Rented Property. The rental agreement must provide the following information: address of the rental, description of the accommodation, duration of the rental with the dates of arrival and departure, date of signature of the contract, signatures of the parties, identity of the occupants, address of the tenant, rental price including VAT, the amount of the deposit paid when booking, and that of the deposit paid when entering the premises.

##### WATER DAMAGE

Water leaks, breaks, overflows from all water or heating devices.

##### BODILY INJURY

Any alteration of physical or mental capacities following an accident.

##### CONSEQUENTIAL DAMAGE ( loss of rent/loss of use)

Any damage resulting from the deprivation of enjoyment of a right, from the interruption of a service rendered by a person or by a good, or from the loss of profit following a covered material loss.

##### MATERIAL DAMAGE

Any deterioration or disappearance of a property or a domestic animal.

##### DURATION OF COVERAGES

Coverages apply for the duration provided for in the rental agreement (between arrival date and departure date).

##### EXPLOSION

The sudden and violent action of the increased or decreased pressure of gas or steam

##### DEDUCTIBLE

The part of the damage payable by you in the settlement of a claim.

##### EXPLOSION

The sudden and violent action of the increased or decreased pressure of gas or steam

##### FIRE

Combustion with flames outside of a normal fireplace; a direct lightning strike; accidental release of smoke.

VALUABLE OBJECTS

Jewellery regardless of value, art, watches, carpets and upholstery with a value above €300

LIMITATION PERIOD

Period beyond which no complaint is admissible.

CLAIM

All the consequences of a harmful event leading to the application of one of the coverages under the policy. Claims originating from the same event constitute a single claim.

POLICYHOLDER

The policyholder, natural or legal person, who takes out the Policy and has undertaken to pay the insurance premium.

SUBROGATION

The legal situation whereby a person is transferred the rights of another person (in particular: substitution of the Insurer for the Policyholder for the purposes of prosecution against the other party).

COMPLAINT

Invoking of the liability of the Insured by the Lessor

THIRD PARTIES

Any person other than the Insured

OBSOLESCENCE

Depreciation in the value of an asset caused by use, time or obsolescence.

## 5. Provisions applicable in the event of an action invoking the liability of the Insured

In the event of legal action invoking a person whose liability is insured under this policy, and within the limits of the following:

- before the civil or administrative courts when the lawsuit triggers the Rental Civil Liability coverage under this policy,
- before the criminal courts, when civil interests concerning a Civil Liability Coverage are at stake and the victim(s) have not been disinterested, we have the right to lead the defence of the Insured or to join in and, on behalf of the civilly liable Insured, to appeal.

However, we can only appeal with the agreement of the Insured, if he or she has been cited as a defendant, with the exception of an Appeal limited to civil interests.

On the other hand, we can appeal without the consent of the Insured, in the event of a summons for homicide or unintentional injury and if we have intervened in the trial.

We alone have the right to deal with injured parties or their beneficiaries. The Insured grants us all powers for this purpose.

**No acknowledgment of liability, and no settlement occurring without our agreement will be enforceable against us.**

However, the admission of a material fact or the mere fact of an act of assistance that everyone has a legal or moral duty to perform is not considered as an acknowledgment of liability.

When a settlement has taken place, it can be contested before the judge by the person on whose behalf it was made, without calling into question the amounts allocated to the victims or their dependents.

## 6. Our intervention in the event of a claim

Formalities to be observed

You must report the claim as soon as you become aware thereof, and no later than 5 working days later.

Failure to comply with the deadline for reporting the claim, and to the extent that we can establish that this results in prejudice for us, will result in your loss of the benefit of coverages under your policy for the claim concerned, unless it is due to a fortuitous event or force majeure.

Failure to complete the formalities or non-observance of the deadlines for document submission will entitle us to claim damages from you proportionate to the damage resulting from this for us.

You need to

- make every effort to limit the consequences of the loss as much as possible
- Specify:
  - the nature of the incident
  - the circumstances in which it occurred
  - the known or presumed causes or consequences,
  - the nature and approximate amount of the damage
- send us within 20 days (except in cases of force majeure), an estimated statement, certified true and signed, of the damage caused
- send us within 48 hours of their receipt all notices, letters, summons, convocations or citations, extrajudicial documents, or procedural documents which are sent or notified to you concerning the incident
- take all precautionary measures to claim and safeguard the insured items.

#### Terms of application of coverage amounts

- Determination of insured sums

Cover is granted either per claim or per insurance year regardless of the number of claims, up to the amounts and subject to the deductibles set out in the special conditions or in the table of coverage amounts and deductibles.

Trial and discharge costs or other settlement costs will not be deducted from the coverage amount. However, in the event of a conviction exceeding this amount, they will be borne by the Company and by the Insured in the proportion of their respective shares in the conviction.

- Provisions relating to fixed coverages by claim

Whenever a coverage is granted up to a fixed amount per claim, it applies to all claims relating to damage or all damage resulting from a harmful event or a set of harmful events having the same technical cause.

The deductible applied on the date of the harmful event (or of the first harmful event for a set of harmful events having the same technical cause).

It is then automatically reduced by compensation paid or due until it is exhausted.

#### Compensation for damage to the building

We cover the building at new value, that is to say on the basis of a value equal to that of the reconstruction of the building on the day of the harmful event with materials of identical quality (current materials, performance equal to those damaged building and in common use in the region), subject to the following provisions.

- The reconstruction value, as determined by the expert, is lower than the market value of the building on the day of the harmful event:

We deduct the part of obsolescence exceeding 25% from the estimated replacement value. However, the reconstruction of the building must be carried out within 2 years following the harmful event and on the site of the damaged building without significant modification of its initial purpose; the above compensation terms will be modified in the following cases:

- if the impossibility of reconstruction is due to force majeure that did not exist, or was unknown to the Insured when the policy was taken out, the part of obsolescence exceeding 12.5% will be deducted
- if the impossibility of reconstruction is due to force majeure existing when the policy was taken out, and if we can prove that the Insured was aware of it at the time of subscription, the percentage corresponding to the total obsolescence will be deducted.

- The reconstruction value, as determined by the expert, is higher than the market value of the building on the day of the harmful event:

- if the building is not rebuilt within 2 years of the loss, we will pay you compensation corresponding to the market value of the building on the day of the harmful event

- if the building is rebuilt within 2 years of the harmful event on the site of the damaged building without significant modification of its initial purpose, we will pay you compensation corresponding to the complement between the replacement value and the market value. We will deduct the part of obsolescence exceeding 25% from the replacement value.

With regard to buildings constructed on the land of others, in the event of reconstruction undertaken on the rented premises within a period of one year from the end of the appraisal, the compensation will be paid as and when the works are executed.

In the building is not rebuilt as a result of an act having a certain date before the harmful event for which you, at any time, must be reimbursed by the landowner for all or part of the construction, the compensation cannot exceed the sum stipulated in the rental agreement for this purpose.

In the absence of an agreement between the owner and the tenant, or in the absence of a reply from the latter, our compensation will be equal to the value of the materials assessed as demolition materials.

#### Compensation for damage to furniture

Compensation will be given for the usual furniture, within the limit of the amount indicated in your personal conditions, at replacement value, that is to say on the basis of a value equal to that of the replacement of the furniture on the day of the harmful event, with current products of equal performance, subject to the following provisions:

- we will deduct the part of obsolescence exceeding 25% from the replacement value.

However, the replacement of furniture must take place within 2 years following the harmful event; if you do not justify the replacement of the furniture by the production of invoices, our compensation will be calculated after deduction of the totality of the obsolescence

- we will deduct the entire obsolescence from the replacement value for the following items:

- furniture held in basements

- laundry

- motorised appliances of all kinds, motors and electrical and electronic devices, electrical conduits and their accessories, and office automation equipment and its accessories.

The obsolescence is estimated on a flat-rate basis on the amount of these goods, replaced or repaired (labour deducted), at:

- 1% per month, i.e., 10% per year, with a maximum of 80% for motorised appliances of any kind, motors and electrical and electronic appliances, and office automation equipment and its accessories

- 2.50% per year, with a maximum of 50% for transformers.

#### Application of deductibles and intervention thresholds

If a deductible is applicable, you bear:

- any damage the amount of which does not exceed that of the deductible

- the amount of the deductible, if the amount of damage is greater than the deductible.

#### False statements

In the event of false statements made knowingly about the nature, causes, circumstances or consequences of a claim, you will lose the right to claim for the loss in question under the policy.

#### Multiple insurance

In the event of a claim covered by several insurance policies, you can obtain compensation for your damages by contacting the insurer of your choice, regardless of the date on which the policy was taken out.

In this case, you must inform us about the name of the insurers concerned and the amount of sums insured with them.

However, your policy coverage only takes effect within the limits set above.

When several insurances against the same risk are taken out fraudulently or with the intention of deceiving us, we can invoke the nullity of the policy and seek compensation for damages.

#### Calculation of the compensation



If the compensation cannot be determined by mutual agreement, it will be evaluated by means of an amicable assessment, subject to our respective rights.

You may be assisted by an expert

If your expert and ours fail to agree, they may call in a third expert, and all three operate jointly and by majority vote.

If one of the parties fails to appoint an expert or, for the two experts, to agree on the choice of the third, the appointment will be made by the President of the High Court of the Insured's domicile, or the place where the harmful event occurred.

Each of us will pay the costs and fees of our own expert and, if necessary, half of those of the third.

### ARTICLE 3 - GENERAL EXCLUSIONS

Items not covered by this policy:

- ◆ Services which were not requested during the trip or which have not been organised by us, or in agreement with us, do not qualify, a posteriori, for a refund or compensation,
- ◆ Meal and hotel costs, except those specified in the text of the policy,
- ◆ Damage intentionally caused by the Insured and those resulting from their participation in a crime, an offence or a brawl, except in the case of self-defence,
- ◆ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not medically prescribed,
- ◆ Being in a state of alcoholic inebriation,
- ◆ Customs clearance costs,
- ◆ Participation as a competitor in a competitive sport or rally resulting in a national or international ranking, which is organised by a sporting federation for which a licence is issued, and training for these competitions,
- ◆ The practice, in a professional capacity, of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preliminary trials, on board any land, water or air vehicle,
- ◆ The consequences of non-compliance with recognised safety regulations related to the practice of any leisure sport activity,
- ◆ Costs incurred after you have returned from your trip or the expiry of the policy,
- ◆ Accidents resulting from your participation, even as an amateur in the following sports: mechanical sports (regardless of the motor vehicle used), air sports, mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, or snow sports with an international, national or regional ranking,
- ◆ Voluntary disregard for regulations in the country visited or the practice of activities not authorised by local authorities,
- ◆ Official bans, seizures or constraints by the police,
- ◆ The use by the Insured party of air navigation devices,
- ◆ The use of war machines, explosives and firearms,
- ◆ Damage resulting from a wilful or intentional act by the Insured party according to Article L.113-1 of the Insurance Code,
- ◆ Suicide, suicide attempts,
- ◆ Epidemics and pandemics unless otherwise stipulated in the guarantee, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ Disintegration of the atomic nucleus or any irradiation from a source of energy that is radioactive.

MUTUAIDE ASSISTANCE cannot be held liable in any case whatsoever for breaches or mishaps in the execution of its obligations resulting from force majeure, or events such as civil or foreign war, riots or popular movements, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of the atomic nucleus, engine

explosions and the effect of nuclear radioactivity, epidemics, effects of pollution and natural disasters, the effects of radiation or any other fortuitous or force majeure event and its consequences.

#### ARTICLE 4 - COMPLAINT HANDLING

1. In case of disagreement or dissatisfaction with the implementation of your policy, we invite you make it known to TRUSTIWAY - COMPLAINT SERVICE by calling 07.56.92.83.82 or by writing to [reclamation@trustiway.com](mailto:reclamation@trustiway.com) for the insurance covers set out below:

- ✓ Cancellation
- ✓ Missed flight
- ✓ Delayed flight
- ✓ Luggage
- ✓ Interruption of stay costs
- ✓ Compensation trip
- ✓ Impossible return
- ✓ Maintenance of prices

If you are unsatisfied with the response, you may send a letter to:

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

MUTUAIDE agrees to acknowledge receipt of your letter within 10 working days. Your issue will be dealt with within a maximum of 2 months.

If the disagreement persists, you can contact the Médiation de l'Assurance (Ombudsman) by mail at:

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

2. In case of difficulty in implementing the Tenant's Civil Liability Liability coverage, the Policyholder or the Insured may address their complaint to:

**Groupama Rhône-Alpes Auvergne Service Consommateurs (Consumer Service)  
TSA 70019 - 69252 LYON CEDEX 09  
Or [service-consommateurs@groupama-ra.com](mailto:service-consommateurs@groupama-ra.com)**

The Insurer will acknowledge receipt of the complaint within a period which must not exceed 10 working days thereof, unless the response itself is provided to the customer within this period. The Insurer will send the response to the Insured within a period which must not exceed two months from the date of receipt.

Finally, if your disagreement persists after the answer given, you have recourse to the Médiation de l'Assurance (Ombudsman), provided that no legal action has been taken:

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

The Médiation de l'Assurance (Ombudsman) is not competent to rule on policies taken out to cover professional risks.

**ARTICLE 5 - DATA COLLECTION**

The Insured acknowledges being informed that the Insurer processes his or her personal data in accordance with the regulations on the protection of personal data in force, and that, furthermore:

- answers to the questions asked are mandatory, and in case of false statements or omissions, the consequences for the Insured may be the nullity of the adhesion to the policy (Article L 113-8 of the Insurance Code) or the reduction of compensation (Article L 113-9 of the Insurance Code)

- The processing of personal data is necessary for the adhesion and execution of its policy and its coverages, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force.

- data collected and processed are kept for the duration necessary for the execution of the Policy or the legal obligation. These data are then archived in accordance with the durations provided for by the prescription provisions.

- The recipients of data concerning them are, within the limits of their attributions, the services of the Insurer in charge of the signing, management and execution of the Policy and the coverages, its delegates, agents, partners, subcontractors, and reinsurers in the performance of their duties.

They may also be forwarded to professional bodies as well as to all persons involved in the policy, such as lawyers, experts, legal assistants and ministerial officers, curators, tutors and investigators.

Information concerning them may also be transmitted to the Policyholder, as well as to all persons entitled as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and regulatory authorities and any public bodies authorised to receive them, as well as the services responsible for control such as statutory auditors, external auditors and departments in charge of internal control)

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

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

- The Insured's personal data may also be used as part of an insurance anti-fraud processing that may lead, if appropriate, to being included on a list of persons presenting a risk of fraud.

Such registration may have the effect of extending the study of the person's case file, or even reducing or refusing the benefit of a right, a service, a policy or a service offered.

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

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

For persons registered on a list of suspected fraudsters, data concerning them will be suppressed 5 years after the date of registration on this list.

- As an Insurer, it is entitled to carry out data processing relating to offences, convictions and security measures either at the time of the subscription to the policy, or during its execution or as part of the management of litigation.
- Personal data may also be used by the Insurer in the context of processing it carries out, and whose purpose is research and development to improve the quality or relevance of its future insurance products and/or assistance and service offers.
- Personal data concerning the Insured may be accessible to some of the Insurer's employees or service providers established in countries located outside of the European Union.
- The Insured has, on proving his or her identity, a right of access, rectification, deletion and opposition to the data processed. The Insured also has the right to request that the use of his or her data be limited if they are no longer necessary, or to recover in a structured format the data provided when these are necessary for the policy, or when consent has been given to the use of these data.

The Insured also has the right to set guidelines on the fate of his or her personal data after death. These directives, general or particular, concern the storage, deletion and communication of data after death.

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

- by email to the address: DRPO@MUTUAIDE.fr
- or
- by post: by writing to the following address: Data Protection Officer - Mutuaide Assistance - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

After having made a request to the Data Protection Officer, and not having obtained a satisfactory reply, he or she may refer to the National Commission for Data Processing and Freedoms (CNIL - Commission Nationale Informatique et Libertés).

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

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

#### **CLAUSE 7 - PRESCRIPTION**

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this policy will be time-barred two years after the event giving rise to it. This period will be extended to ten years for death coverage, the actions of beneficiaries being time-barred no later than thirty years from the date of this event.

However, this period will only run:

- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, from the day that the Insurer became aware of this
- in the event of a claim, from the day that the interested parties became aware of this, if they prove that they were unaware until then

If the Insured is taking action against the Insurer due to recourse by a third party, the prescription time period will only begin from the day that the third party exercised the lawsuit against the Insured, or was compensated by them.

This prescription 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 it has prescribed (Article 2240 of the Civil Code)
- a claim in court, even in summary proceedings, until the proceedings are extinguished. The same applies if it is brought before an incompetent court, or if the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the Civil Code). The interruption will be null and void if the plaintiff withdraws its claim or allows the case to lapse, or if its claim is definitively rejected (Article 2243 of the Civil Code)
- a precautionary measure taken under the Civil Enforcement Procedures Code or an enforcement order (Article 2244 of the Civil Code).

It is recalled that:

An interpellation made to one of the jointly and severally liable debtors by a legal action or by a forced execution order, or the acknowledgement by the debtor of the right of the person against whom it has prescribed, interrupts the prescription period against all others, even against their heirs.

On the other hand, an interpellation made to one of the heirs of a jointly and severally liable debtor, or the recognition of that heir, will not interrupt the prescription period with regard to the other co-heirs, even in the case of a mortgage debt, if the obligation is divisible. This interpellation or recognition will only interrupt the prescription period, with respect to other co-debtors, for the part which the heir holds.

To interrupt the prescription period for the whole, with respect to the other co-debtors, this would require the interpellation being made to all of the heirs of the deceased debtor, or the recognition of all these heirs (Article 2245 of the Civil Code).

The interpellation made to the principal debtor, or its recognition, will interrupt the prescription period against the surety (Article 2246 of the Civil Code).

The prescription period can also be interrupted by:

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

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

If no amicable solution can be found, any dispute arising between the Insurer and the Insured relating to the setting and payment of benefits will be submitted by the most diligent party to the competent court of the beneficiary's domicile, in accordance with the provisions provided for in Article R 114-1 of the Insurance Code.

#### **ARTICLE 9 - FALSE STATEMENTS**

**If they change the subject of the risk or diminish our assessment:**

- **Any reluctance or intentionally false declaration on your part will void the policy. Premiums paid remain vested in us, and we will be entitled to demand payment of any premiums due, as provided for in Article L 113.8 of the Insurance Code.**
- **Any omission or misrepresentation on your part, where bad faith has not been established, will result in the termination of the policy 10 days after notification, which will be sent to you by**

registered letter, and/or the application of the reduction in compensation of the Insurance Code, such as provided for in Article L 113.9.

**ARTICLE 10 - SUPERVISORY AUTHORITY**

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