



GENERAL CONDITIONS

YESCAPA GUEST
POLICY N°7880

Mutuaide

SUMMARY

WHAT TO DO IN THE EVENT OF A CLAIM?

page 2

TABLE OF BENEFITS

page 3

GENERAL CONDITIONS

page 4

- ④ Definitions and scope
- ④ Description of insurance cover
- ④ General exclusions
- ④ Reimbursement terms
- ④ Processing of claims
- ④ Data collection
- ④ Subrogation
- ④ Limitation period
- ④ Settlement of disputes
- ④ False statements
- ④ Supervisory authority



WHAT TO DO IN THE EVENT OF A CLAIM?

YESCAPA GUEST
POLICY N°7880

HOW TO CONTACT OUR INSURANCE DEPARTMENT



CHAPKA ASSURANCES

31-35 rue de la Fédération
75015 Paris

Monday to Friday
from 9:00 to 19:00

ONLINE

<https://yescapa.chapka.com>

- By phone: **+44 20 3808 7722**
(Standard rate call, cost per operator,
call subject to registration).

WHEN OPENING YOUR CASE, PLEASE REMEMBER TO HAVE THE FOLLOWING INFORMATION READY:

- The number of your Yescapa reservation.
- Your first and last name.
- Your home address.
- The phone number we can use to contact you.
- The reason for filing your report.

When you open your file on our website, you will be given an insurance file number. Always give it to us in all relations with our Insurance Department.



TABLE OF BENEFITS

YESCAPA GUEST
POLICY N°7880

INSURANCE COVER	CAP
CANCELLATION	
Cancellation due to serious illness (including serious illness due to epidemic or pandemic)	
Cancellation due to denied boarding at the airport, train station, bus station or port of departure or due to a temperature check	€20,000 max/rental No deductible in the event of an illness, accident or death.
Cancellation if unvaccinated against Covid-19	€80 deductible for Other Reasons (including serious illness due to epidemic or pandemic)
Cancellation for any reason	
Cancellation for any reason «except»	
COSTS OF AN INTERRUPTED TRIP	
Reimbursement of the unused days of the rental period on a pro rata temporis basis	
<ul style="list-style-type: none"> · Accident, illness or death of the Insured / their spouse / family member / occupational substitute · Including if the Insured catches Covid: Quarantine during trip · Significant damage to the Insured's domicile 	€20,000 per rental pro rata temporis €100 deductible



GENERAL CONDITIONS

YESCAPA GUEST
POLICY N°7880

ARTICLE 1 – DEFINITIONS AND SCOPE

WE, THE INSURER

MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – 93196 Noisy le Grand CEDEX, Limited company with capital of €12,558,240 – Company governed by the French Insurance Code – Subject to the supervision of the French Prudential Control and Resolution Authority – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT FR 31 383 974 086.

SERIOUS BODILY INJURY

Sudden deterioration of health resulting from the sudden action of an unintentional external event on the part of the victim confirmed by a competent medical authority that results in a prescription for the patient to take medicines and involving the cessation of any professional or other activity.

ATTACK

Any act of violence that constitutes a criminal or illegal attack against persons and/or property in the country in which you are staying, the purpose of which is to create a major public disturbance through intimidation and terror and subject to media coverage.

This "attack" must be recorded as such 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 to be 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".

NATURAL DISASTER

Abnormally intense natural event not caused by human intervention. Phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by public authorities.

COM

COM refers to French Overseas Territories, i.e. French Polynesia, Saint-Pierre and Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

TRAVEL COVERED

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

DOMICILE

For the insurance cover, the domicile of the Insured is considered to be the main and usual place of residence throughout the world. In the event of a dispute, the domicile for tax purposes will be the domicile.

DOM-ROM, COM AND SUI GENERIS COMMUNITIES

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

DROM

DROM means the French Overseas Departments and Regions, i.e. Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

DURATION OF THE COVER

- "Cancellation" cover takes effect on the day you take out your insurance policy and expires on the day you depart on your trip.
- The validity period of the cover for an interrupted trip corresponds to the dates of the trip 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

Country outside your country of domicile.

EUROPE

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

EVENTS COVERED BY THE INSURANCE

Depending on the products purchased:

- Cancellation.
- Interrupted trip.

DEDUCTIBLE

The Insured's share of the loss under the policy in the event of compensation following a loss. The deductible may be expressed as an amount, as a percentage or in days, hours or kilometres.

ILLNESS

Sudden and unpredictable deterioration of health identified by a competent medical authority.

SERIOUS ILLNESS

Sudden and unforeseeable deterioration of health confirmed by a competent medical authority that results in a prescription for the patient to take medicines and involving the cessation of any professional or other activity.

MAXIMUM PER EVENT

In the event that the cover is exercised in favour of several Insureds who are victims of the same event and insured under the same special conditions, the Insurer's cover will in any event be limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

FAMILY MEMBERS

Your de jure or de facto spouse or any person who is connected to you by a civil partnership, 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 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 policy.

NULLITY

Any fraud, forgery, false statements or false testimonies, likely to make use up the cover provided for in the agreement, will result in the nullity of our commitments and the forfeiture of the rights provided for in that agreement.

PANDEMIC

Epidemic that develops across a vast territory, crossing borders and categorised as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

MEDITERRANEAN COUNTRIES

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

QUARANTINE

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

EVENT

A random event likely to trigger cover under this policy.

GEOGRAPHIC LIMITATIONS

Europe.

ARTICLE 2 – DESCRIPTION OF INSURANCE COVER

CANCELLATION

The cover is acquired if the policy is taken out no later than 48 hours after the trip is purchased or the day before the 1st day the penalties provided for in the cancellation schedule apply. In the event of cancellation, we will refund the cancellation fee of your contract on a pro-rata basis for the time covered.

CANCELLATION FOR MEDICAL REASONS

You are entitled to the coverage for the reasons and circumstances listed below to the exclusion of all others, within the limit set out in the Table of Benefits:

• **Serious illness (including serious illness following an epidemic or pandemic), serious bodily injury or death, including the consequences, sequelae, complications or worsening of an illness or accident, recorded before registering your trip of:**

- Yourself, your de jure or de facto spouse, your ascendants or descendants (any degree of separation), your guardian or any other person ordinarily living under your roof,
- Your brothers, sisters, including the children of the spouse or partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- Your designated occupational substitute at the time of taking out the policy,
- The person named at the time this policy is taken out, who is responsible during your trip to look after or accompany your minor children, or a disabled person living under your roof, provided that hospitalisation for more than 48 hours or death occurs.

• **Denied boarding** at the airport, train station or bus station of departure **due to a temperature** check organized by the health authorities of the country of departure or the transportation company with which you are traveling. (A supporting document issued by the transport company that denied you boarding, or by the health authorities of the country of departure, must be sent to us; in the absence of such document, no compensation will be possible).

• **Unvaccinated against Covid-19**

- In the event that, at the time this policy is taken out, the country of destination does not require vaccination and, at the time it does impose it, you no longer have time to get the vaccine that would allow you to travel.

- and that you are no longer within the required time frame to receive the vaccine allowing you to travel,

- or that you cannot proceed to this vaccination due to a medical contraindication of vaccination.

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

- And which result in the absolute cessation of any professional or other activity and provided that at the time of departure you have not been pregnant for more than 6 months, or

- If the very nature of the trip is incompatible with pregnancy, provided that you are not aware of your condition at the time the policy is taken out.

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

CANCELLATION FOR ANY REASON

You are entitled to the coverage for the reasons and circumstances listed below, to the exclusion of all others, within the limit set out in the Table of Benefits:

- **Serious material damage** imperatively requiring your presence on the scheduled day of departure to take the necessary urgent measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.
- **Theft on private or professional premises** imperatively requiring your presence on the day of departure, provided that it occurred within 48 hours prior to departure on the trip.
- **Your summons for an organ registry office**, on a date falling during the planned trip, and provided that the summons was not known at the time the policy was taken out.
- **Contraindication of vaccination**, consequences of vaccination, or medical impossibility to take the preventive treatment necessary for the destination chosen for your trip.
- **Serious damage to your vehicle** occurring within 48 hours before departure, and to the extent that it can no longer be used to travel to the holiday destination / point of departure.
- **An accident or a breakdown of your means of transport** that occurred during your travel to the departure point, resulting in a delay of more than two hours, causing you to miss the flight booked for your departure, provided that you made arrangements to arrive at the airport at least 2 hours before the final boarding time.
- **Your redundancy** or that of your de jure or de facto spouse, provided that the procedure was not initiated on the day you took out this policy and/or you were aware of the date of the event when you took out this policy.
- **Obtaining salaried employment or a paid internship**, taking effect before or during the dates scheduled for your trip, while you were registered at a job centre, provided that this is not an extension, renewal or modification of the type of contract or assignment provided by a temporary employment agency.
- **Your mandatory, unforeseeable and non-deferable summons** by an administration on a date falling during the planned trip, and provided that the summons was not known at the time the policy was taken out.
- **Your summons**, on a date falling during the planned trip, **to resit a university exam** provided that failure of the exam was not known at the time this policy was taken it.
- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted any application that would have been refused by these authorities during a previous trip, that your steps have enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of that country.
- **Your non-disciplinary job transfer**, imposed by your employer, obliging you to move during your insured trip or within the 8 days preceding your departure and provided that the transfer was not known at the time you signed the policy. This cover is granted to salaried employees, **excluding self-employed professionals, directors, legal representatives of companies, self-employed workers, craftspersons and performance artists.**
- **The cancellation or modification of the date of your paid leave by your employer.** This cover is granted to salaried employees, **excluding self-employed professionals, directors, legal representatives of companies, self-employed workers, craftspersons and performance artists.** Such leave, corresponding to an acquired right, must have been the subject of a prior written agreement from the employer before taking out the policy.
- **Your summons for adopting a child**, during the insured trip planned, and provided that the summons was not known at the time the policy was taken out.
- **Cancellation due to the separation of a couple** that is married, in a civil partnership or living together in a common-law partnership; this cover is only acquired upon presentation of legal and administrative documents proving the real nature of the separation, or common life in the event of cohabitation, (divorce procedure, termination of the civil partnership contract, all documents attesting to the joint life of the couple, electricity, gas and phone bills, joint bank accounts, joint declaration, etc.).
- **Theft, within 48 hours preceding your departure, of your identity papers** (passport or identity card) **essential for the border crossings planned** during your trip, provided that the theft was reported, as soon as it was discovered, to the nearest police authorities.
- **Cancellation for a reason covered** of one or more registered persons at the same time as you (maximum 8) and insured under this policy. If you wish to travel alone, additional expenses are taken into account; our reimbursement cannot exceed the amount due in the event of cancellation on the date of the event.
- **A riot, an attack or an act of terrorism occurring abroad**, in the city or cities of destination of your trip. You are entitled to the coverage in the event of a riot, an attack or act of terrorism when at least 2 of the following 3 conditions are met:
 - The event has resulted in property damage and bodily injury in the destination(s) of your trip,
 - The Ministry of Foreign Affairs of the country of residence of the Insured strongly discourages travel to the destination(s) of your trip,
 - Your departure date is scheduled for less than 30 days after the event and no event of the same nature occurred in the country concerned within thirty days prior to the policy being taken out; the event must occur after the policy has been taken out,
 - In the event of any trip cancellation, the indemnity will be paid to you minus a specific deductible set out in the Table of Benefits. This deductible also applies to persons registered at the same time as you and insured under this policy.

CANCELLATION AND EXCEPTIONS

The coverage applies to you, up to the limit set out in the Table of Benefits for **any other random event whatsoever that constitutes an immediate, real and serious obstacle** preventing you from departing and/or carrying out the activities planned during your trip. A random event means any event that is sudden, unforeseeable and beyond the reasonable control of the Insured that justifies cancelling the trip. The random event must directly cause the inability to leave.

AMOUNT OF COVER

The indemnity paid pursuant to this policy will in no case exceed the price of the trip stated at the time this policy is taken out and within the limits set out in the Table of Benefits.

We will refund the amount of the cancellation fees charged according to the terms of the cancellation schedule listed in Yescapa's General Terms and Conditions.

Administrative fees under 50 euro, tips and visas as well as the premium paid in return for taking out this policy are non-refundable.

CLAIM DEADLINE

TWO STAGES

1/ Upon the first manifestation of illness or as soon as you are aware of the event giving rise to the cover, **you must IMMEDIATELY sign in to your account, on the website <https://www.yescapa.com/>:**

- Then under "My trips",
- Request cancellation via the link provided for this purpose,
- Fill in the declaration form.

If you cancel the trip later with YESCAPA, we will only reimburse you for the cancellation costs from the date of the contraindication established by a competent authority, in accordance with the cancellation schedule set out in YESCAPA's Special Terms and Conditions of Sale.

2/ Furthermore, you must report the loss to CHAPKA ASSURANCES, within five working days of the event giving rise to the coverage.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

Your written claim must be accompanied by:

- In the event of an 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 certificate,
- In other cases, any acknowledgement justifying the reason for your cancellation.

You must provide CHAPKA ASSURANCES with the medical documents and information necessary to examine your case.

You must also provide any information or documents requested from you in order to justify the reason for your cancellation, including:

- All photocopies of prescriptions prescribing medicines, analyses or examinations as well as all documents justifying their delivery or execution, and in particular claim forms containing, for the prescribed medicinal products, a copy of the corresponding labels,
- Social security statements or statements from any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- The original of the paid invoice for the debit you are required to pay to Yescapa or which the latter retains,
- Your insurance policy number,
- In the event of an accident, you will need to specify the causes and circumstances and provide us with the names and addresses of the persons responsible as well as, if applicable, witnesses,
- In the event of being denied boarding: proof issued by the transport company that refused to board you, or by the health authorities; in the absence of such proof, there will be no compensation),
- And any other document that the Insurer deems necessary.

In addition, it is expressly agreed that you accept in advance the principle of a check-up by our medical adviser. Therefore, if you object without a legitimate reason, you will lose your rights to coverage.

EXCLUSIONS

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

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

- An event, illness or accident that is the subject of an initial observation, a relapse, an aggravation or hospitalisation between the date the trip is purchased and the date the insurance policy is taken out.
- Any circumstance only affecting the approval.
- Pregnancy, including related complications beyond the 28th week and, in all cases, voluntary termination of pregnancy, delivery, in vitro fertilisation and the consequences thereof.
- Forgetting to get vaccinated.
- Failure of any kind, including financial, of the carrier that makes it impossible to fulfil its contractual obligations.
- Lack or excess of snow.
- Any medical event whose diagnosis, symptoms or cause thereof are of a mental, psychological or psychiatric nature, and which did not result in hospitalisation of more than 3 consecutive days after this policy was taken out.
- 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 the consequences thereof, weather or climatic events .
- The consequences of criminal proceedings brought against you.
- Any event occurring between the date the trip was booked and taking out the policy.
- The absence of any hazard.

- An intentional and/or reprehensible act by law, the consequences of being under the influence of alcohol, and the consumption of drugs, of any narcotic substance mentioned in the French Public Health Code, of medications and treatments not prescribed by a doctor.
- The mere fact that the geographical destination of the trip is advised against by the Ministry of Foreign Affairs of the country of residence of the Insured.
- An act of negligence on your part.
- Any event for which Yescapa may be held liable pursuant to the Tourism Code in force.
- The non-presentation, for any reason whatsoever, of documents essential for the trip, such as a passport, identity card, visa, transport tickets, vaccination card, except in the case of theft, within 48 hours prior to departure, of the passport or identity card

COSTS OF AN INTERRUPTED TRIP

Following your medical repatriation under another policy organised by MUTUAIDE ASSISTANCE or by any other assistance company, due to serious illness (including COVID-19, which requires you to be quarantined during your stay), accident or death, we will reimburse you and your insured family members, or a person who joins you under this policy, for the rental costs already paid and not used on a pro rata temporis basis, from the night following the event resulting in medical repatriation or hospitalisation on site.

Similarly, if a member of your family, who does not go on the trip, suffers from a serious illness, serious bodily injury or death and, as a result, you need to interrupt your trip, we will reimburse you and your insured family members or a person accompanying you, on a pro rata temporis basis, for rental costs already paid and not used from the night following the early return date.

We also provide cover in the event of theft, serious damage due to a fire, explosion, water damage, or forces of nature at your professional or private premises, and imperatively involving your presence to take the necessary urgent measures; we will reimburse you and your insured family members or a person accompanying you, on a pro rata temporis basis, for rental costs already paid and not used from the night following the early return date.

EXCLUSIONS

In addition to the general exclusions common to all coverage, the following are excluded:

- Requests for reimbursement of services not included on the travel registration form and therefore not covered (even if these services are purchased from the local representative).
- Trip interruptions, the generating event of which was known before the departure of the trip.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must declare your claim to CHAPKA ASSURANCES within five working days of becoming aware of it, except in cases of unforeseeable circumstances or a force majeure. After this period, if we suffer damage as a result of the late declaration, you lose all right to compensation.

You will have to send us all the documents necessary to compile the file and thereby prove the merits and the amount of the claim.

In all cases, you must provide:

- The original copies of Yescapa's detailed invoices showing the car rental service,
- The certificate or proof from the assistance company confirming the date of repatriation or early return and the reason for it,
- Any other document we deem necessary to examine the case.

Unless the medical information necessary for the investigation is communicated to the medical officer, the case cannot be settled.

ARTICLE 3 – GENERAL EXCLUSIONS

Cover is not provided for the following:

- The costs of meals, hotel expenses, except those specified in the text of the coverage.
- Damage caused intentionally by the Insured and damage resulting from their participation in a crime, offence or 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 under the influence of alcohol.
- Customs costs.
- Participation as a competitor in a competitive sport or rally conferring entitlement to a national or international ranking that is organised by a sports federation for which a licence is issued as well as training for these competitions.
- Practice, in a professional capacity, of any sport.
- Participation in competitions or endurance or speed events and their preparatory tests, on board any land, nautical or air locomotion gear.
- The consequences of not complying with the recognised safety rules related to practising any leisure sports activity.
- Expenses incurred after returning from the trip or the expiry of the cover.
- Accidents resulting from your participation, including as an amateur, in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, mountaineering, bobsleighting, the hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking.
- Voluntary non-compliance with the regulations of the country visited or performing activities not authorised by the local authorities.
- Official prohibitions, seizures or constraints by law enforcement.
- The Insured's use of air navigation equipment.
- The use of warcraft, explosives and firearms.
- Damage resulting from wilful or fraudulent misconduct of the Insured in accordance with Article L113-1 of the French Insurance Code.
- Suicide and attempted suicide.
- Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters.
- Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage taking.
- Disintegration of an atomic core or any irradiation resulting from an energy that is radioactive in nature.

The liability of MUTUAIDE ASSISTANCE can in no way be incurred for failures or setbacks in the performance of its obligations resulting from cases of force majeure or events such as civil or foreign war, riots or civil commotions, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, disintegration of atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, effects of pollution and natural disasters, effects of radiation or any other unforeseeable event or force majeure, as well as their consequences.

ARTICLE 4 – REIMBURSEMENT TERMS

Reimbursements to the Insured may only be made by Chapka upon presentation of the original paid invoices corresponding to expenses incurred with our agreement.

Requests for reimbursement should be directed to:



CHAPKA ASSURANCE

Online:

<https://yescapa.chapka.com>

ARTICLE 5 – PROCESSING OF CLAIMS

A complaint is the oral or written statement of dissatisfaction with a professional. A request for a service or benefit, for information or advice is not a complaint.

For any complaint about your insurance, you can contact CHAPKA ASSURANCES by calling 01 74 85 50 50.

If your oral complaint is not satisfied, we invite you to write to us, by e-mail at reclamation@chapka.com

or by mail to :



CHAPKA ASSURANCES

31-35 rue de la Fédération

75015 Paris

In the event of a written complaint, we undertake to acknowledge receipt of it within a maximum of 10 working days from the date it was sent.

You will receive a written response from us within two months of the date the complaint was sent.

If you are not satisfied with this response, or if no response has been provided within two months, you have the right to refer the matter to the Insurance Mediation Service on the website www.mediation-assurance.org or by mail (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

ARTICLE 6 – DATA COLLECTION

The Insured acknowledges that they have been informed that the Insurer processes their personal data in accordance with the regulations on the protection of personal data in force and that in addition:

- The answers to the questions asked are mandatory and that any false declarations or omissions may result in the invalidity of the policy (Article L 113-8 of the French Insurance Code) or the reduction of compensation (Article L 113-9 of the Insurance Code).
- The processing of personal data is necessary for the policy and its coverage to be taken out and to be implemented, for the management of commercial and contractual relations, or for the performance of legal, regulatory or administrative provisions in force.
- The data collected and processed are stored for the duration necessary to execute the policy or legal obligation. These data are then archived in accordance with the durations provided for by the provisions relating to the limitation period.
- The recipients of the data concerning the Insured are, within the limits of their remit, the departments of the Insurer in charge of concluding, managing and executing the insurance policy and cover, its delegates, agents, partners, subcontractors, and reinsurers in the context of carrying out their duties.

The data may also be transmitted, where appropriate, to professional bodies as well as to any persons involved in the policy, such as lawyers, experts, judicial officers and ministerial officers, guardians and investigators.

Information concerning them may also be sent to the Policyholder as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and inspection authorities and any public bodies authorised to receive them as well as audit departments such as statutory auditors, auditors and departments in charge of internal auditing).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, as such, it carries out policy monitoring which may lead to the drafting of a suspicious transaction report or an asset freezing measure.

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

- Their personal data may also be used in the context of insurance fraud prevention that may lead, where appropriate, to inclusion on a list of persons presenting a fraud risk.

Inclusion on this list may have the effect of extending the examination of their file, or even the reduction or refusal of the benefit of a right, service or policy offered.

In this context, personal data that concerns them (or concerns the parties or persons interested in the policy) may be processed by any authorised person working within the entities of the Insurer Group within the context of fighting fraud. This data may also be intended for the authorised staff of organisations directly involved in fraud (other insurance bodies or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party bodies authorised by a legal provision; and, where applicable, victims of fraud or their representatives).

In the event of a fraud alert, the data are 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 will be kept for up to five (5) years from when the fraud case is closed, or until the end of the legal procedure and the applicable limitation periods.

For persons on a list of suspected fraudsters, the data concerning them will be deleted after 5 years from the date they were included on this list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, during its execution or in the context of dispute management.
- Personal data may also be used by the Insurer in the context of the processing that it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and assistance products and service offerings.
- Personal data concerning them may be accessible to some of the Insurer's employees or service providers based in countries outside the European Union.
- The Insured has, by proving their identity, a right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be restricted when it is no longer necessary, or to retrieve in a structured format the data they provided when it was necessary for the policy or when they consented to the use of this data.

The Insured has the right to define guidelines on the fate of their personal data after their death. These general or specific guidelines concern the retention, erasure and communication of their data after their death.

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

· **By email** to DRPO@MUTUAIDE.fr

or

· **By post:** by writing to the following address:



MUTUAIDE ASSISTANCE
Data Protection Officer

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

If the Insured is unsatisfied after making a request to the Data Protection Officer, they have the option to refer the matter to the CNIL (National Commission for Data Protection and Civil Liberties).

ARTICLE 7 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the services provided by it, to the rights and actions of the beneficiary, against any person responsible for the facts which motivated its intervention. When the services provided pursuant to 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 that company or institution.

ARTICLE 8 – LIMITATION PERIOD

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

However, this time limit only runs:

- In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, from the date on which the Insurer became aware of it,
- In the event of loss, from the date the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer arises from a third party's recourse, this limitation period only runs from the date on which this third party takes legal action against the Insured or has been compensated by the latter.

This limitation period can be interrupted, in accordance with Article L 114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- Recognition by the debtor of the right of the person against whom they were taking legal action (Article 2240 of the French Civil Code).
- Legal action, even in summary proceedings, until the proceedings are terminated. The same applies when the matter is brought before a court lacking jurisdiction, or when the deed of referral to the jurisdiction is cancelled due to a procedural irregularity (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is definitively rejected (Article 2243 of the French Civil Code).
- A protective measure taken pursuant to the Code of Civil Enforcement Procedures or an enforcement order (Article 2244 of the French Civil Code).

Please note that:

One of the jointly and severally liable debtors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the debtor of the right of the person against whom the debtor is taking legal action, interrupts the time limit for action against all others, including against their heirs.

Conversely, one of the heirs of a jointly and severally liable debtor being summoned or notified, or the heir recognising such a right, does not interrupt the time limit for action with regard to the other co-heirs, even for mortgage debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-debtors only for the share for which that heir is liable.

In order to interrupt the time limit for action for the entire obligation with regard to the other co-debtors, the summons or notification needs to be made to all of the heirs of the deceased debtor, or all of the heirs need to recognise the right (Article 2245 of the French Civil Code).

Summons or notification made to the main debtor, or the main debtor recognising the right in question, interrupts the time limit for taking action against the guarantor (Article 2246 of the French Civil Code).

The limitation period can also be interrupted by:

- The appointment of an expert following a claim.
- sending a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to the settlement of the compensation for loss).

ARTICLE 9 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and settlement of benefits will be submitted by the first party to take action, failing amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions of Article R 114-1 of the French Insurance Code.

ARTICLE 10 – FALSE STATEMENTS

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

- Any refusal or intentionally false declaration by you will invalidate the policy. We will retain the premiums paid and we will be entitled to demand payment of the premiums due, as provided for in Article L 113-8 of the French Insurance Code.
- Any omission or inaccurate statement on your part, for which bad faith is not 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 of the indemnities under the French Insurance Code as provided for in Article L 113-9.

ARTICLE 11 – SUPERVISORY AUTHORITY

The authority responsible for monitoring MUTUAIDE ASSISTANCE is the French Prudential Control and Resolution Authority (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.



Aon France
trading under the trademark **Chapka Assurances**.
Head office
31-35 rue de la Fédération, 75717 Paris Cedex 15
t +33(0)1 47 83 10 10
aon.fr

ORIAS N°07 001 560
Simplified joint-stock company with a capital of 46 027 140 euros
Paris Trade and Companies Register N°: 414 572 248
European Union VAT N°: FR 22 414 572 248
Financial guarantee and civil liability insurance in accordance with sections L.512-7 and L.512-6 of the French Insurance Code.

Travel Insurance

Insurance product information document

Companies: Mutuaide Assistance, Approval no. 4021137 – Insurance company approved in France and governed by the French Insurance Code

Product: YESCAPA INSURANCE – Policy no. 78-1780

Mutuaide

This document is a summary of the main features of the product. It does not take into account your specific needs and requests. Full information about this product can be found in the pre-contractual and contractual documentation.

What type of insurance is it?

The YESCAPA product is an insurance policy covering the Insured prior to departure and during their trip.



What is insured?



CANCELLATION Up to €20,000/ excess of €80

- For serious illness (including in case of disease related to an epidemic)
- In the absence of vaccination to the covid-19
- Risks listed as covered by the insurance cover
- Cancellation for any reason, except



INTERRUPTION OF STAY

Up to €20,000 per rental



What is not insured?

- ✗ An event, illness or accident that is the subject of an initial observation, a relapse, an aggravation or hospitalisation between the date the trip is registered and the date the insurance policy is taken out
- ✗ The impossibility of leaving linked to the closure of borders, material organisation, or the conditions of the accommodation or safety at the destination



Is anything excluded from the coverage?

The main exclusions from the policy are:

- ! Damage caused intentionally by the Insured and damage resulting from their participation in a crime, offence or brawl, except in the case of self-defence;
- ! The amount of the convictions and their consequences;
- ! Participation as a competitor in a competitive sport or rally conferring entitlement to a national or international ranking that is organised by a sports federation through which a licence is issued as well as training for these competitions;
- ! Practice, in a professional capacity, of any sport,
- ! Epidemics and pandemics unless otherwise stipulated in the cover, pollution, natural disasters,
- ! Suicide and attempted suicide,
- ! Disintegration of an atomic core or any irradiation resulting from an energy that is radioactive in nature.

The policy also contains certain restrictions:

- ! The policy must be taken out at the same time that the trip is registered.



Where am I covered?

The cover applies to Europe.



What are my obligations?

- Upon taking out the policy

The Insured is required to pay the contribution.

The Insured is required to accurately answer the questions asked by the Insurer, including in the declaration form allowing them to assess the risks covered.

- In the event of a claim

- In terms of the insurance cover, the Insured must declare their claim within 5 business days of becoming aware of the claim **except in cases of unforeseeable circumstances or a force majeure**.

In all cases, the Insured is required to provide the Insurer with all the information and supporting documents necessary to implement the insurance cover and the assistance services provided for in the policy.



When and how are payments made?

The contribution is payable when the policy is taken out, by any means of payment accepted by Yescapa.



When does the coverage start and end?

Start of the coverage

The cover takes effect on the day the policy is taken out.

Right of cancellation

In accordance with Article L112-10 of the French Insurance Code, if the Insured taking out an insurance policy for non-professional purposes can provide proof of prior cover for one of the risks covered by this new policy then they may waive this new policy, without costs or penalties, as long as it has not been fully executed or the Insured has not invoked any cover, and within the limit of fourteen calendar days from concluding the new policy.

End of the coverage

The cover expires on the last day of the trip, with a maximum duration of 90 consecutive days.



How can I terminate the policy?

Termination of the policy is not permitted.