

CANCELLATION INSURANCE
TERMS AND CONDITIONS - INFORMATION NOTICE





# **CANCELLATION INSURANCE**

# **TERMS AND CONDITIONS - INFORMATION NOTICE**

POLICY GSL N° RSP20192412 RÉF. GSL- AGISANNULATION082019

Coverage under your policy are governed by the Insurance Code. The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties.

Your policy includes these **terms and conditions**, and your certificate of Insurance. This coverage applies to all trips made during the validity of your policy with a maximum of 90 consecutive days per trip. Coverage is valid for the duration of the policy referred to in the Insurance Certificate.

Please read carefully your **terms and conditions.**They detail our respective rights and obligations and answer the questions you may have.

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# 1. DEFINITIONS

#### **DEFINITION OF THE STAKEHOLDERS UNDER THE POLICY**

- **INSURED / BENEFICIARY:** The individual or group referred to in the insurance certificate, under the age of 75 at the time of purchase, provided that his place of residency for tax and legal purposes is in the European Union, upon application to the Underwriter on the AGIS SAS website.

**THE INSURER:** Groupe Special Lines on behalf of Groupama Rhône-Alpes Auvergne. Caisse régionale d'Assurances Mutuelles Agricoles de Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28 Company governed under the Insurance Code and supervised by the Prudential and Resolution Supervision Authority, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09

**POLICYHOLDER:** AGIS SAS - 33 Victor Hugo Avenue - 75116 PARIS, on behalf of the member named in the certificate of Insurance who therefore agrees to pay the insurance premium.

#### **DEFINITION OF ASSISTANCE WORDING**

**ACCIDENT:** Any physical injury unintentionally caused by the Insured, arising from the unexpected action of an external cause.

Accident includes food poisoning

**SERIOUS PERSONAL INJURY:** Unexpected health deterioration resulting from the sudden action of an unintentional external cause on the part of the victim found by a competent medical authority that gave rise to a prescription issued for the patient and involving any work activity or otherwise to be stopped.

**MEDICAL AUTHORITY:** Anyone holding a degree in medicine or surgery valid in the country where the generating event occurs.

**NATURAL DISASTER:** Natural disaster is a phenomenon such as an earthquake, volcanic eruption, tidal wave, avalanche, flood or natural cataclysm caused by the abnormal force of a natural agent recognized as such by the government with the exception of any event caused by direct and/or wilful human action.

#### **SPOUSE:**

- ✓ The individual who entered into a marriage with the Insured and not legally separated.
- ✓ Partner: the individual in a de facto relationship with the Insured, for a minimum of one year and in the same community of interest as a married couple.
- ✓ The cosignatory of a Civil partnership with the Insured.

**FORFEITURE:** Deprivation of the right to any amounts or services provided under the policy as a result of the insured failing to comply with certain obligations under the current Laws and Regulations.

**SERIOUS PROPERTY DAMAGE TO PERSONAL RESIDENCE, PROFESSIONAL PREMISES, FARM:** Places materially damaged that become uninhabitable including in the event of natural disaster under the provisions ensuing from Article N 86-600 of 13 July 1986 on compensation for victims of natural disasters.



**HOME - COUNTRY OF USUAL RESIDENCE:** The country of main and usual residence of the insured located in the European Union, before his departure on his/her trip and referred to in the insurance certificate.

**DEDUCTIBLE:** The amount set and to be paid by the Policyholder or the Insured in case of compensation. The deductible can also be mentioned in day or as a percentage.

**ABROAD:** Worldwide, except the home country of the Insured.

**CIVIL WAR:** Civil war means two opposing factions of one same nation who oppose or part of the population opposing the established order. These forces control part of the territory and have regular military forces.

**FOREIGN WAR:** Foreign war means a state of armed conflict between two or more states with or without a declaration of war.

**HOSPITALISATION:** emergency intervention for over 24 consecutive hours in a public or private hospital, unscheduled and that may not be postponed.

**IMMOBILISATION AT HOME:** Obligation to stay at home after a serious bodily injury, medically prescribed for a period of 5 days or more.

**ILLNESS:** Any deterioration in health established by a medical authority, requiring medical attention and the absolute cessation of any professional or other activity.

**CHRONIC ILLNESS**: illness that develops slowly and lasts.

**SERIOUS ILLNESS:** Sudden and unexpected deterioration of health established by a competent medical authority resulting in the patient being issued with a prescription of medication and involving any professional or other activity to be stopped..

**FAMILY MEMBERS:** A family member is under 75 years old and is any spouse or de facto spouse, living in the same household, any child, brother or sister, father, mother, step-parents, grandparents, grandchildren, brothers-in-law and sisters-in-law.

**VALUABLES:** Pearls, jewellery, watches, furs worn, as well as for any sound and/or image reproduction device and their accessories, hunting rifles, fishing gear, laptops.

**LIMITATIONS:** a period after which a claim is no longer admissible.

**CLAIM:** all the damaging consequences of an event resulting in any of the covers taken out to be claimed. All damage resulting from the same original cause shall constitute one single claim.

**SUBROGATION:** the action where your rights and actions against anyone liable for your damage, are subrogated to us in order to obtain reimbursement of the amounts we have settled after a loss.

**THIRD PARTY:** any natural or legal person, excluding:

- ✓ The insured individual and his/her family members,
- ✓ Individuals accompanying him/her
- ✓ His/her employees, whether on wages or not, in the performance of their duties.

**PASSENGER PUBLIC TRANSPORT:** A service issuing a fee-for-service ticket, issued by a licensed agent or the travel agency whose schedules, availability and fares are publicly released.

**TRIP:** Holiday/package, cruise, ticket (including flight only) booked with a tourism professional whose dates, destination and cost are included in the Insurance certificate.



# 2. TERRITORIALITY OF THE POLICY

Coverage under this Policy applies worldwide to all trips under 90 consecutive days made by the Insured outside his country of residence, excluding countries the Ministry of Foreign Affairs or the World Health Organization (WHO) has formally advised against travelling.

For the benefits to apply:

- ✓ The policy must be purchased on the same day the trip is purchased;
- ✓ The purchase of the trip must be made with a tourism professional

# 3. COMMON EXCLUSIONS TO ALL COVERAGE

- RECOVERIES AND AILMENTS
   ACCIDENT) BEING TREATED AND NOT YET CONSOLIDATED, MEDICALLY ESTABLISHED PRIOR
   TO THE EFFECTIVE DATE OF THE POLICY.
- **×** TRAVEL FOR THE PURPOSE OF DIAGNOSIS AND/OR TREATMENT.
- **×** CONDITIONS RESULTING FROM THE USE OF DRUGS, NARCOTICS AND RELATED PRODUCTS NOT MEDICALLY PRESCRIBED, ALCOHOL CONSUMPTION.
- **×** SUICIDE, ATTEMPTED SUICIDE AND CONSEQUENCES.
- **\*** DAMAGE INTENTIONALLY CAUSED BY AN INSURED OR THAT RESULTING FROM HIS INVOLVEMENT IN A CRIME, AN OFFENCE OR A BRAWL, EXCEPT IN CASE OF SELF-DEFENCE.
- \* EVENTS OCCURED WHILE PRACTISING DANGEROUS SPORTS (RAIDS, TREKKING, ROCK CLIMBING,) OR PARTICIPATION OF THE INSURED AS A COMPETITOR IN SPORTS COMPETITIONS, BETS, MATCHES, RALLIES OR TRIAL RUNS, AS WELL AS THE ORGANISATION AND PAYMENT OF ALL SEARCH AND RESCUE COSTS.
- \* THE CONSEQUENCES OF AN INTENTIONAL BREACH OF THE REGULATION OF THE VISITED COUNTRIES OR PRACTICES NOT AUTHORISED BY THE LOCAL AUTHORITIES.
- \* CONSEQUENCES OF IONISING RADIATIONS
  THE CONSEQUENCES OF IONISING RADIATION EMITTED BY OR RADIOACTIVE WASTE OR
  PRODUCTS OR CAUSED BY WEAPONS OR DEVICES INTENDED FOR EXPLOSION THROUGH
  MODIFICATION OF THE STRUCTURE OF THE NUCLEUS OF THE ATOM.
- **\*** THE CONSEQUENCES OF CIVIL OR FOREIGN WAR, OFFICIAL BANS, SEIZURES OR CONSTRAINTS BY THE SECURITY FORCES.
- \* THE CONSEQUENCES OF RIOTS, STRIKES, PIRACY, WHEN THE INSURED IN ACTIVELY INVOLVED.
- **\*** THE CONSEQUENCES OF WEATHER OBSTACLES SUCH AS STORMS AND HURRICANES.



# 4. COVERAGE UNDER THE POLICY

#### **4.1. SCOPE OF COVER**

The guarantee provides for reimbursement of travel cancellation or change costs in accordance with the schedule under the conditions of cancellation set by the travel agency.

The Insurer shall pay the Insured for any deposits or amounts retained by the travel agency, within the limit of the conditions of sale and for the maximum amount provided in the Schedule of Benefits, less any airport and air taxes attributed to passenger boarding, visa fees, booking fees and premium for this Policy where the Insured must cancel or change his trip resulting from the occurrence of any of the events below.

For the benefits to apply:

- ✓ The policy must be purchased on the same day the trip is purchased;
- ✓ The purchase of the trip must be made with a tourism professional

#### **4.2.PERIOD OF COVER**

The "Cancellation" cover is effective on the day the insurance policy is purchased by the Insured and expires on the day of Insured's departure on a trip, once the Insured has checked in or, for rentals, at the time the keys are handed over.

Benefits and services apply both abroad and in the country of residence of the insured



### 4.3. DEFINITIONS OF COVERAGE

#### 4.3.1. CANCELLATION FOR RISKS LISTED

Cover shall apply to the Insured on the grounds and circumstances listed below, excluding all others, within the limit of the amount and the deductible referred to in the Schedule of Benefits.

Serious illness, serious bodily injury or death, including the after-effects, relapses, complications or aggravated illness or accident established prior to purchasing the trip for:

- ✓ the insured, his/her spouse by law or de facto, his/her ascendants or descendants,
- √ his/her brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters in law, stepfathers, stepmothers, legal guardian
- ✓ anyone usually living in the same household.
- ✓ The individual the Insured has planned to stay at.

It is stated that cases of relapse or aggravated illness or accident established prior to purchasing the trip shall only be covered if they did not result in hospitalization in the 30 days prior to purchasing the insurance.

#### Complications of pregnancy of the Insured up to Week 28.

- ✓ and results in all professional or other activity to be stopped and provided that at the time of departure, the Insured is not over 6 month pregnant or,
- ✓ if the nature of the trip is incompatible with the pregnancy, provided that the Insured was not aware of her condition at the time of booking the trip.

It is the responsibility of the Insured to establish the reality of the situation that may give rise to our benefits to apply, therefore, we reserve the right to reject their claim based on the opinion of our doctors, if the information provided does not substantiate the materiality of the facts.

Serious property damage, including in the event of a natural disaster, requiring the presence of the Insured on the day of departure to take the necessary precautionary measures, after a fire, water damage or elements with over 50% damage to their private or professional premises or farm, or at the home of the individual the insured intended to stay at.

Theft in the private or professional premises of the Insured, requiring his presence on the day of departure, provided that it occurred in the 48 hours before the departure on a trip.

The Insured being summoned for the adoption of a child or as a witness or jury member, for the duration of the insured stay, and provided that he was not aware of the summons at the time the policy was purchased.

The Insured being called, on a date in the course of his/her trip, to re-sit for a university exam provided that he was not aware of having failed the exam at the time the policy was purchased.



The insured gets a salaried job or paid internship, starting before or during the scheduled dates for his trip, while he was enrolled in the Employment Centre, provided that it is not a case of extension, renewal or change in the type of employment contract or a mission provided by a temporary work company.

The Insured, his spouse by right or de facto is made redundant, provided that the proceedings were not initiated on the day the insurance was purchased and/or that the Insured was not aware of the date of the event at the time the insurance was purchased.

The Insured is transferred, a non-disciplinary transfer, required by his employer, requiring him to move for the insured stay or within 8 days prior to his departure and provided that he was not aware of the transfer at the time the insurance was purchased. This guarantee applies to salaried employees, excluding members of licensed professionals, executives, legal representatives of companies, self-employed, tradesmen and casual entertainment workers.

Cancellation or change in the date of the Insured paid leave by his employer. This guarantee applies to salaried employees, excluding members of licensed professionals, executives, legal representatives of companies, self-employed, tradesmen and casual entertainment workers. This paid leave which is an earned right, must have been approved by the employer.

Serious damage to the Insured's vehicle occurring within 48 hours of departure, and provided that it can no longer be used to drive to the place of stay or to the point of departure.

Insured's identity documents stolen in the 48 hours of departure, (passport, identity card) and are essential to the custom clearance during his trip(s), provided that a theft report was made in the shortest possible time with the nearest police authorities.

An immunization contraindication, the effects of immunization or a medical inability to undergo the necessary preventive treatment for the destination chosen for the insured's trip.

Divorce or separation registered with the court registry, provided that registration is dated after the date the insurance was purchased.

Tourist visa denied as certified by the authorities of the country chosen for the trip provided that the application was filed within the recommended time frame for the destination subject of the trip, and that no application was previously filed and denied by these authorities for a previous trip.

Accident in Public passenger transport used for the pre-routing of the Insured, causing him to miss the flight or boat booked for departure on a trip, provided that the Insured has made the arrangement to arrive at least two hours before the latest boarding time.



#### **Special Exclusions to the Cancellation for listed Risks**

In addition to common exclusions to all guarantees, the cancellation guarantee shall not cover

- \* the inability to leave related to the material arrangement of the accommodation or safety conditions at destination.
- \* any event, illness or accident that was initially established, any relapse, aggravation or hospitalization between the date of purchase of the holiday and the date of purchase of the insurance cover.
- any circumstance affecting only the enjoyment,
- pregnancy including complications over week 28 and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilization and their consequences,
- × forgotten immunization
- \* failure of any kind, including financial failure, of the carrier making it impossible to fulfill its contractual obligations,
- × lack of or excessive snow,
- \* any medical event whose diagnosis, symptoms or cause thereof, are of a mental, psychological or psychiatric nature, and which has not resulted in hospitalization more than 3 consecutive days after the insurance was purchased.
- pollution, local health situation, natural disasters subject to the procedure covered under Article 82.600 of 13 July 1982 and their consequences, weather or climatic events,
- \* the consequences of criminal proceedings the Insured is the subject of,
- × absence of hazard
- \* an intentional act or wrongful act, the consequences of alcoholic conditions and drug use, any narcotic substance mentioned in the public health code, drugs and treatments not prescribed by a doctor,
- \* simply that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs
- \* an act of negligence on the part of the insured;
- \* Any event which the travel agency may be held liable for under the current tourism code;
- \* failure to present the passport or card identity, for any reason, documents essential to the stay, such as passport, identity card, visa, travel documents, immunization record booklet, except in case of theft, within 48 hours prior to departure.
- × Epidemics, pollution and natural disasters.

#### 4.3.2 CANCELLATION FOR OTHER CAUSES

The guarantee shall apply to the Insured on the grounds and circumstances listed below, excluding all others, within the limit of the amount and the deductible referred to in the Schedule of Benefits.

Any other random event, whatever it may be, being an unforeseen event, preventing you from leaving and/or carrying out the activities intended during your travel package. Random event means are any unforeseen, unpredictable circumstance that is beyond the control of the Insured justifying the cancellation of the trip. The random event must have a direct causal link with the inability to leave.

In the event of a lack or excess of snowfall only at ski stations located at an altitude over 1,800 meters, between 15 December and 15 April and resulting in the closure of more than 2/3 of the lifts, usually in service at the site of the stay, for at least 2 consecutive days within 5 days prior to departure.



#### Special Exclusions to the Cancellation for other causes

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

- \* any circumstance affecting only enjoyment of the trip.
- \* any event the travel agency may be held liable for under par. vi and vii or Articles 92-645 of 13 July 1992 setting the conditions for the activities of organizing and selling holidays.
- \* any claim due to a natural disaster or terrorist act that occurred over 30 days prior to the planned trip or if the resort, the city that has experienced a natural disaster or an act of terrorism is not located 30 kilometers from the trip destination.
- \* any act not declared as an act of terrorism or any act declared as an act of war, whether or not declared by the French Ministry of Foreign Affairs.

# 4.3.3 CANCELLATION FOR TERROR ATTACK / NATURAL DISASTERS

# (if the option is mentioned in your insurance certificate)

Cover shall apply if the insured cancels his/her trip in the event of a riot, attack or act of terrorism or in the event of a natural disaster occurring abroad, within 30 km of the holiday location or the city(ies) of destination or residence.

Cover shall apply in the event of a riot, attack or act of terrorism or in the event of a natural disaster when the following conditions are met:

- The event resulted in property damage and bodily injury at the city destination or stay.
- The French Ministry of Foreign Affairs advises against travel to the destination or cities of destination or stay
- the inability for the travel agency or authorized intermediary of the trip to offer the insured a different destination or alternative package,
- The departure date is planned less than 30 days after the date the event occurred.
- No similar events occurred in the destination or stay cities within 30 days of booking the package.

#### **Limits and Conditions of Cover**

The insurer liability shall be limited to the cancellation or travel change costs due to the date of the occurrence of the event that gave rise to the claim with an amount as provided in the Schedule of Benefits less any port and airport tax taxes linked to the passenger boarding, any insurance premiums, visa fees and booking fees (retained by the travel agency and not reimbursed under this Policy).

# Special Exclusions to the Cancellation for Terror Attack Cover

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

- \* any circumstance affecting only enjoyment of the trip.
- \* any event the travel agency may be held liable for under par. vi and vii or Articles 92-645 of 13 July 1992 setting the conditions for the activities of organizing and selling holidays.
- \* any claim due to a natural disaster or terrorist act that took place more than 30 days before the planned trip or if the station, the city that has experienced a natural disaster or an act of terrorism is not located 30 kilometers from the destination d u trip. Any act not declared as an act of terrorism or any act declared as an act of war, whether or not declared by the French Ministry of Foreign Affairs.



# 5. IMPLEMENTATION OF BENEFITS

#### **Amount of Cover**

The benefit paid under this cover may not exceed the price of the trip reported at the time this insurance was taken out and within the limits set out in the Schedule of Benefits mentioned in the insurance certificate, per insured individual and per event.

The Insurer reimburses the Insured for the amount of cancellation fees charged according to the terms of the cancellation schedule listed in the terms and conditions of the travel agency. Booking fees, tips, airport and/or air taxes, visa fees and the premium paid in exchange for the purchase of this policy, are not refundable.

#### In the event of a loss event

The Policyholder must notify the travel agency of the cancellation as soon as the covered event occurs.

This cancellation must be reported and made to the Insurer within Forty Eight Hours from the request for cancellation with the travel agency ("Tour Operator" or Transport Company). The Insures is reimbursed based on the cancellation fee schedule in effect on the date the event giving rise to a claim, was first found.

The Policyholder shall provide the Insurer with

- ✓ The details of the tour operator
- ✓ The copy of the contract signed with the tour operator as well as all the documents necessary to assess the loss
- ✓ The precise reason for the cancellation and all the necessary documentation such as, depending on the nature of the event: the death certificate, the proof of the family link between the Insured and the victim, a hospital certificate, the copy of summons to a court, the original receipt of filing a complaint in case of theft ID documents or the copy of the declaration of loss in case of serious damage to the home or any other document necessary to prove the cause of cancellation.

After this period of Forty Eight Hours, if the Insurer suffers any loss as a result of the late report, the Policyholder will forfeit all rights to compensation.

#### 6. ADMINISTRATIVE PROVISIONS

# **CONDITIONS OF CHANGE OR CANCELLATION OF THE POLICY**

Any claim for reimbursement caused by a change in the dates regarding the period of your travel insurance policy will only be taken into account if the amount to be reimbursed is over €25 and if you are able to provide a copy of the ticket substantiating this change.

# **EFFECTIVE DATE OF THE POLICY**

The policy is effective on the date and for the duration referred to in the Insurance certificate, subject to payment of premium. The policy is entered into for a firm period without tacit renewal and may not be terminated and reimbursed during the period.



#### **DEADLINES AND TERMS FOR CLAIMS**

Either in writing or verbally with acknowledgement of receipt at company headquarters or at the company representative referred to in the terms and conditions from the time you become aware of the loss event.

You must report the claim within 5 business days. If this condition is not met, we may be relieved of any obligation to reimburse.

If the damages cannot be determined between the parties, they will be assessed through amicable and mandatory assessment, subject to our respective rights. Each of us will choose our respective expert. If these experts do not agree with each other, they will call on a third expert, and all three will operate together and by a majority of votes.

Failing for one of us to appoint an expert or if both experts fail to agree on the choice of the third expert, the President of the High Court of the place of residence of the Policyholder will appoint this expert. This appointment shall be made by simple request signed at least by one of us, the one who did not sign will be summoned by registered letter to attend the assessment. Each one shall pay the costs and fees of their expert and, if necessary, half of those for the third one.

#### **LIMITATIONS**

In accordance with Articles L 114-1 and L 114-2 of the Insurance Code, all actions derived from this Policy are subject to limitation, i.e. they may no longer be brought after years from the event that gave rise to these actions.

#### **HOWEVER, THIS LIMITATION SHALL NOT RUN:**

- \* in the event of non-disclosure, omission, inaccurate statement on the risk, from the date the insurer became aware of it;
- \* In the event of a loss, from the date the interested parties became aware of it, if they can prove they were unaware of it until then.

The limitation shall be extended to ten years for accident cover affecting individuals when the Beneficiaries are the assignees of the deceased Insured.



#### **PROTECTION OF PERSONAL DATA**

Personal data is collected at different stages of our business or insurance activities relating to policyholders or individuals parties or interested in the policies.

This data is processed in accordance with the regulations, including the rights for individuals.

#### **Your rights on personal data:**

You have rights to your data that may be easily exercised:

- ✓ the right to review the information we have and to request to complete or correct it
- √ (access and rectification rights).
- ✓ the right to request your data to be deleted or limited in use (data deletion or limitation rights).
- ✓ the right to object to the use of your data, particularly regarding business development (right to object).
- ✓ right to recover the data that you have personally provided to us for the performance of your policy or which you have given your consent for (right to data portability).
- ✓ right to set guidelines for the retention, deletion and disclosure of your data after your death.

Any request about your personal data may be sent to our Data Protection Officer - SPECIAL LINES GROUP to: 6/8 rue Jean Jaurès — 92800 PUTEAUX or by email : reclamations@groupespeciallines.fr; and/or au Délégué à la Protection des Données de GROUPAMA in writing « GROUPAMA SA — Correspondant Informatique et Libertés - 8-10, rue d'Astorg, 75383 Paris » or by email to contactdpo@groupama.com.

You may also file a claim with the National Commission for Information Technology and Freedoms (CNIL) if you believe that we have breached our obligations regarding your data.



#### 6.1. PERSONAL DATA PROTECTION AND INSURANCE

#### Why do we collect personal data?

Data collected by Special Lines Group at various stages of taking out an insurance or in managing insurance policies are required for the following objectives:

#### Contracting, managing, performing insurance or assistance policies

The data about you or the parties, interested or involved in the policy for contracting, managing and performing the policies, are collected for the following purposes:

- ✓ The study of insurance needs in order to offer insurance policies tailored to each situation
- ✓ Review, acceptance, control and monitoring of the risk
- ✓ Policy management (from the pre-contractual stage to the termination of the policy), and the performance of the policy and guarantees,
- ✓ Customer management
- ✓ Recovery and management of claims and litigation
- ✓ The development of statistics and actuarial studies
- ✓ The implementation of preventive measures
- ✓ Compliance with legal or regulatory obligations
- ✓ Conducting research and development activities under the life of the policy

Health data may be processed if it is necessary for contracting, managing or performing the insurance or assistance contracts. This information is processed in accordance with medical confidentiality and with your consent.

If a contract is entered, the data is retained for the duration of the policy or claims, and until the legal statute of limitations expires.

In the absence of a policy (prospect data):

- Health data is stored for up to 5 years for probationary purposes;
- any other data may be stored for up to 3 years.

## **\*** Business Development

Special Lines Group and Groupama Group Companies (Insurance, and Services) have a legitimate interest in conducting prospecting actions towards their customers or prospects, and are implementing processes necessary to:

- ✓ Conducting lead management transactions
- ✓ The acquisition, sale, rental or exchange of customer or prospect data in accordance with the rights of individuals
- ✓ Conducting research and development activities as part of client management and prospecting activities



The use of certain means for carrying out prospecting operations is subject to the consent of the prospects. They involve:

- ✓ Using your email address or phone number for electronic canvassing
- ✓ Using your browsing data to provide you with offers tailored to your needs or interests (see cookie notice for more information);
- ✓ forwarding your data to partners.

Anyone may at any time object to receiving advertisements by mail, email or phone from our services (see your rights above).

# Fighting insurance fraud

The insurer, which has an obligation to protect the mutuality of insured and avoid unjustified claims, has a legitimate interest in fighting fraud.

Personal data (including health data) may therefore be used to prevent, detect and manage fraud regardless of the originator. These anti-fraud systems may lead to have their name recorded on a register of individuals with a risk of fraud.

The Agency for Insurance Counter Fraud (Alfa) may be sent that data for this purpose. Rights on this data may be exercised at any time by mail to ALFA, 1 rue Jules Lefebvre - 75431 Paris Cedex 09.

The data processed for counter fraud is kept for up to 5 years from the fraud file being closed In the event of a legal proceeding, the data will be retained until the end of the proceeding, and applicable limitations expire.

Those listed as suspected fraudsters will be deregistered, past the 5-year period from record on this list.

# Money Laundering and anti-terrorism financing

In order to meet their legal obligations, the Insurer implements surveillance mechanisms against money laundering, the financing of terrorism and allow financial sanctions to be implemented.

The data used for this purpose is kept for 5 years from the closing of the account or the end of the relationship with the insurer. Those relating to transactions carried out by individuals are kept for 5 years from the day of their performance, including in the event of the closing of the account or the end of the relationship with the insurer. TRACFIN may be sent the data for this purpose.

In accordance with the Monetary and Financial Code, the right to access this data is exercised with the National Commission for Information Technology and Freedoms (see cnil.fr).

#### Transfers of information outside the European Union:

Personal data is processed within the European Union. However, data may be transferred to countries outside the European Union, in accordance with data protection rules and governed by relevant safeguards (e.g. standard contractual clauses of the European Commission, countries with a level of data protection that is recognized as appropriate...).

These transfers can be made for the performance of these policies, against the fraud, compliance with legal or regulatory obligations, the management of actions or litigation allowing the Insurer to ensure the finding, exercise or defending their rights in court or for the purposes of defending those involved. Some data, strictly necessary for implementing assistance services, may also be transmitted outside the European Union in the interest of the person concerned or safeguarding individual life.



# 6.2. Who is this information provided to?

The personal data processed are intended, within the limit of their authority.

- ✓ To the Department of Special Lines Group or Groupama Group companies in charge of commercial relations and contract management, anti-fraud or anti-money laundering and counter-terrorism and terrorist financing, audit and supervision.
- ✓ This information may also be communicated, if necessary, to our reinsurers, intermediaries, partners, and subcontractors, as well as to organizations that may be involved in the insurance business, such as the organizations or professional bodies (including ALFA for anti-fraud purposes and TRACFIN for anti-money laundering and ant-terrorist financing).

Information about your health is exclusively intended for the Insurer's medical advisors or other entities of the Group, its medical department or internal or external persons specifically authorized (including our medical experts).

# 6.7. SUBROGATION TO YOUR RIGHTS AND ACTIONS

In accordance with the provisions of Article L.121-12 of the Insurance Code, GROUPAMA is subrogated, up to the amount of compensation they pay, to the rights and actions of the Insured with respect to Third Parties. If we may no longer exercise this action, from your personal act, we may be relieved from all or part of our obligations to you.

# 6.8. SANCTIONS TO APPLY IN THE EVENT OF MISREPRESENTATION ON TAKING OUT THE INSURANCE

Any non-disclosure or misrepresentation, omission or inaccuracy in the risk statement is sanctioned under the terms by articles L 113-8 and L 113-9 of the Insurance Code:

- ✓ in case of bad faith on your part: by the policy becoming null and void;
- ✓ if your bad faith has not been established: by a lower benefit proportionate to the premium
  paid against the premium that would have been due had the risk been fully and accurately
  declared.



# 6.9. SANCTIONS TO APPLY FOR MISREPRESENTATION AT THE TIME OF THE CLAIM

Any fraud, non-disclosure or intentional misrepresentation on your part on the circumstances or consequences of a loss shall result in any entitlement to benefit or compensation for that loss to be forfeited.

#### **FOR ANY CLAIM**

Contact MondialCare by AGIS SAS, in writing:

contact@mondialcare.eu

Or by mail to:

MONDIALCARE / AGIS SAS
33 Avenue Victor Hugo
75116 PARIS FRANCE

Or by phone:

✓ From France: 01.82.83.56.26

√ From overseas: (+33) 1.82.83.56.26

# 6.10. CLAIMS - MEDIATION

The insurance policy wording in French remains the only legal reference in the event of a dispute between the parties. For any issue, the Policyholder will contact the Broker the Insurance policy was entered with

If you disagree or are not happy with the performance of your Policy please contact GROUPE SPECIAL LINES in writing to reclamations@groupespeciallines.fr.

If the answer is not satisfactory, you may send a letter to:

#### **GROUPAMA RHONE-ALPES-AUVERGNE**

#### SERVICE CONSOMMATEURS

#### **TSA 70019**

# **69252 LYON CEDEX 09**

GROUPAMA undertakes to acknowledge receipt of your mail within 10 business days. It will be processed within 2 months at most. If the disagreement persists, you may use the Insurance Mediation. Contact details above.

The FFSA Ombudsman is not competent to know about policies purchased to cover professional risks.

# 6.11. SUPERVISORY AUTHORITY

In accordance with the Insurance Code (Article L. 112-4) it is noted that the SPECIAL LINES GROUP and GROUPAMA Supervisory authority is ACPR, 4 Budapest Square - CS92459 - 75436 Paris Cedex 09.



# 7. TABLE OF BENEFITS FOR CANCELLATION

BENEFITS	Amounts per person VAT incl. for the duration of the POLICY		
TRAVEL CANCELLATION			
Refund of cancellation fee charged by the travel agency in the event of:  ✓ Death, serious bodily injury, serious illness, relapse, worsening of a chronic or pre-existing illness of the Insured, of a family member (as per definition)			
<ul> <li>✓ Pregnancy Complications of the Insured</li> <li>✓ Serious damage to professional or private premises</li> <li>✓ Theft in professional or private premises</li> </ul>	Maximum Benefit: €5,000 per person Full per event on the entire trip: €40,000.		
<ul> <li>✓ The following administrative or professional summons         <ul> <li>Witness or juror of child adoption procedure</li> <li>Exam Re-sit</li> <li>Getting a job or paid internship</li> <li>Redundancy</li> <li>Work Transfer</li> <li>Cancellation or change in the paid leave*</li> </ul> </li> <li>✓ Serious damage to the vehicle 48 hours before departure</li> <li>✓ Visa denied by the authorities of the visited country</li> </ul>	<b>Deductible: €50</b> per person		
CANCELLATION FOR OTHER CAUSES			
Cancellation for other causes	Maximum Benefit: €5,000 per person Full per event on the entire trip: €40,000.  Deductible: 20% of the amount of the claim, minimum of €50 per person.		
ATTACK / NATURAL DISASTERS OPTIONS			
Cancellation in the events of attacks or natural disasters	Maximum Benefit: €5,000 per person Full per event on the entire trip: €40,000.  Deductible: 20% of the amount of the claim, minimum €75 per person		