

CONTRACT No. AR2023055
CANCELLATION

***To declare your insurance claims:
Cancellation***

Visit our PRESENCE ASSISTANCE TOURISME website:

www.gestion.presenceassistance.com

- Complete the field "number of your travel file" with the file number in your registration invoice.
- Complete the field "name of main traveller" with your surnames and first names.
- Complete the accident declaration form which will enable you, in a few clicks, to receive an email giving your file number and all the documents which must be supplied.

Through this site you will be able to send us your documentation and monitor the state of progress of your application in real time.

PRACTICAL INFORMATION

❖ You need information about the guarantees provided by the contract:

Please reach Présence Assistance Tourisme

- ***By email at: contactus@presenceassistance.com***
- ***By phone from Monday to Friday from 9:30am to 5pm at: +33 1 55 90 47 52***

❖ You have to modify or cancel your trip,

Please reach your travel agency

❖ You need information about a current insurance claim

Please reach Présence Assistance Tourisme

- ***By email at : contactus@presenceassistance.com***
- ***By phone from Monday to Friday from 9:30am to noon at: +33 1 55 90 47 09***

Article 2 – TABLE OF GUARANTEES AND COVER SUMS SUPPORTED BY AREAS		
2.2/ CANCELLATION	Maximum cover	Excess
Reimbursement of cancellation costs invoiced by your travel organiser A-1/ Cancellation for medical reason <ul style="list-style-type: none"> ➤ Serious illness, Serious bodily accident or death of the Insured or a Family Member (including complications or aggravation of a sickness or accident or preexisting illness, not foreseeable the day of the booking of the trip) 	Maximum €50,000 per person €150,000 per event	A-1/Trip amount up to €10,000 per person: 10% of the value of the incident
A-2/ COVID-19 EXTENSION <ul style="list-style-type: none"> ➤ Cancellation for Serious Illness following a COVID-19 contamination of the Insured and leading to a quarantine and/or hospitalization during the trip or a contraindication to travel. ➤ Cancellation because death or Serious Illness leading to hospitalization, of an Insured's Family Member, following a COVID-19 contamination within 30 days before departure. ➤ Cancellation due to a positive COVID-19 PCR test performed within 72 hours before departure, and required by the country of destination. ➤ Cancellation due to a denied boarding of the Insured, following a COVID-19 test at the airport of departure. 		Trip amount above €10,000 and up to €50,000 per person: 20% of the value of the incident
B/ Cancellation of random event <ul style="list-style-type: none"> ➤ Cancellation for Any Other Random event who can be justified, except for the exclusions mentioned in this document. 		A-2/ Trip amount up to €50,000 per person: 30% of the value of the incident B/ Trip amount up to €50,000 per person: 20% of the value of the incident

INTRODUCTION

The Cancellation contract is a group insurance contract with optional membership no. AR2023055 (hereinafter referred to as the « Contract ») taken out by THE TRAVEL AGENCE, (hereinafter referred to as The Travel Agency), acting both on its behalf and on behalf of its clients, with:

- **AREAS**, insurance mutual company, registered in the Paris Trade and Compagnies Register under number D 775 670 466, whose registered office is located at 47/49 rue de Miromesnil 75008 PARIS – France , (hereinafter referred to as « AREAS » ou « Insurer »).

The Contract is taken out through **PRESENCE ASSISTANCE TOURISME** (hereinafter referred to as « PRESENCE ASSISTANCE » or « broker ») and **COVERASSUR** (hereinafter referred to as « COVERASSUR » or « broker »).

The Contract is managed by **PRESENCE ASSISTANCE**

This document is contractual, it presents the "Terms and Conditions" of the Cancellation Contract.

ARTICLE 1 – DEADLINE FOR JOINING THE CONTRACT

In order to be valid, adherence to this contract must be simultaneous with the trip registration or at the latest before the beginning of the cancellation fee schedule.

ARTICLE 2 – DESCRIPTION OF INSURANCE BENEFITS SUPPORTED BY AREAS

2-1 DEFINITIONS

These definitions are an integral part of this contract. It allows for a better reading and contributes to a perfect appreciation of the guarantees that You benefit from. Please refer to it for any difficulty of interpretation.

By "**You**" is meant the Insured for all matters relating to the guarantees and obligations in the event of a Loss and by "**We**" is meant the Insurer.

Bodily injury

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority.

Serious bodily injury

Immediate impairment of health deriving from sudden action of an unintentional external cause suffered by the victim and recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional activities, or in absence of a professional activity, any other basic activity to be carried out in the course of a daily life,

Member

Any natural person declared by the Subscriber in the context of a group contract, hereinafter referred to as the Member or Insured on whom the interests of the insurance are based and whose identity is indicated on the membership form. As a client of the travel agency, **the Member must have a round trip ticket in order to benefit from the coverage.**

Travel Agency

Company approved for the distribution of travel products and coverage of this contract.

Insurer

The guarantees of Article 2 of the contract are supported by AREAS DOMMAGES (hereinafter referred to as "we" or "us"), a mutual insurance company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose registered office is located at 47/49 rue de Miromesnil 75008 PARIS.

Attack

All acts of violence, constituting a criminal or illegal attack made against persons and/or property in the country in which you are staying, intended to cause serious public disorder through intimidation and terror, and subject to media coverage.

This "attack" must be identified by the French Foreign Ministry or the French Home Office.

If several attacks take place on the same day in the same country and if the authorities consider these to constitute a single coordinated action, this event shall be considered to be a single event.

Insured

Natural person or group duly insured under the present contract, whose surname and given name appear on the application form, and referred to, hereinafter, by the term "you". These persons can be domiciled anywhere in the world.

Natural catastrophe

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

Forfeiture

A contractual penalty that deprives you of all coverage for the loss to which it applies. It cannot be invoked against injured parties other than the insured or their beneficiaries if you incur it as a result of non-compliance with your obligations after a loss.

Covered Trip/Stay

Means the Trip organized by the Policyholder and for which you are insured and have paid the corresponding premium. The period of validity of the guarantees corresponds to the dates of the stay indicated on the issued invoice, with a maximum duration of 90 consecutive days.

DROM

The term "DROM" refers to the Overseas *Departments* and Regions, i.e. Guadeloupe, Martinique, French Guyana, La Réunion and Mayotte.

Duration of cover

- "Cancellation" cover takes effect on the date you sign your insurance contract and expires on the date of your departure on your journey.

Essential items

Clothing and toiletry enabling you to live temporarily without your personal effects being available.

Epidemic

Any outbreak and spread of a contagious infectious disease that affects a large number of people nationwide at the same time, including Coronavirus, influenza type A, viral hemorrhagic fevers, and that is recognized by national health authorities as a public health emergency involving restrictive and constraining measures in terms of population movement and health treatment.

Events providing insurance cover

- ✓ Cancellation

Generating event

The generating events are developed in the description of each of the benefits defined below and apply following events such as Bodily injury, sudden and unforeseeable illness, death of an **Insured**, sudden and unforeseeable complication occurring during the illness.

France

Mainland France and Corsica

Excess

Share of casualty which must be paid by the Insured stipulated by the contract if compensation is paid after a casualty. The deductible can be expressed as a sum of money, a percentage, or in days, hours or kilometres.

Group

All participants listed on the same trip registration form.

Hospitalization

Any admission to an inpatient facility that involves at least one night. Quarantine in a hospital is not defined as hospitalization.

Immobilisation at home

Any immobilisation at home for medically justified and proven reasons.

Sickness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority.

Serious illness

Sudden and unforeseeable deterioration of health recorded by a competent medical authority leading to the issue of a prescription for medicines for the sick person, and implying cessation of all professional activities, or in absence of a professional activity, any other basic activity to be carried out in the course of a daily life.

Maximum per event

If the cover is for several insureds who are victims of the same event, and insured with the same special terms, the insurer's cover is in any event limited to the maximum sum stipulated for this cover, regardless of the number of victims. The compensation is consequently reduced and paid in proportion to the number of victims.

Family members

Family members means a person who can prove a family relationship (de jure or de facto) with the Insured from the following list: legal or de facto spouse, his or her ascendants or descendants or those of his or her legal or de facto spouse, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of the spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

Pandemics

Epidemics developed in a vast area, beyond the borders and qualified as pandemics by World Health Organisation (WHO) and/or by the local sanitary authorities where the claim took place.

Country of Domicile/Country of Residence

Domicile is considered to be the Insured's principal and usual place of residence. Coverage is available to Insureds domiciled in the entire world. In the event of a dispute, the tax domicile constitutes the domicile.

Quarantine

Isolation in which people are placed in the case of suspected or confirmed illness, decided by a local sanitary authority, to prevent the spread of the disease in an epidemic or pandemic context.

Casualty

A random event that triggers one of the guarantees of this contract.

Domestic events

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

Underwriter

The travel agency or tour operator who takes out this contract on behalf of his clients, hereinafter referred to as the Insured.

Territoriality

All over the world.

Third Party

Any person other than the Insured responsible for the damage.

Any Insured person who suffers bodily injury, property damage or consequential loss caused by another Insured person (the Insured persons are considered as third parties among themselves).

Characterized Theft

Theft committed by a third party, with assault or break-in, proven and recorded as such by a competent authority.

2.2 CANCELLATION OF THE TRIP

2.2.1 NATURE OF THE BENEFITS

A-1/ CANCELLATION FOR MEDICAL REASONS

You are covered for the reasons and circumstances listed hereinafter, excluding all others, subject to the limit of cover and the deductible stated in the Table of Cover.

- **Serious illness, Serious bodily injury or death,**
- Or**

- **Consequences, sequels, complications including relapses or aggravation of a pre-existing bodily injury or sickness not foreseeable on the date of the booking your trip, preventing your departure and/or the exercise of the activities planned during your stay (it being understood that the date of the first medical observation of the aggravation, evolution or relapse will be taken into account for the calculation of the refund):**
- of Yourself,
- of a Family Member, provided that the event occurs within 30 days prior to the departure.

We will intervene only if the Sickness or Bodily Injury formally prohibits leaving the home, requires medical care and prevents the performance of any professional activity or any other basic activity that must be performed in the course of daily life.

- **Pregnancy complications of the Insured up to the 28th week:**
 - Which lead to absolute cessation of professional activity, or in absence of a professional activity, any other basic activity to be carried out in the course of a daily life, and provided that you are not more than 6 months pregnant at the time of departure,

Or,

- If the intrinsic nature of the journey is incompatible with a state of pre, provided that you are not aware of your condition when you signed the Contract.

A-2/ COVID-19 EXTENSION

Notwithstanding the exclusions of this Contract, We guarantee the reimbursement of the sums actually paid and the cancellation or modification fees due under this Contract, up to the amount indicated in the Table of Cover and after deduction of taxes, insurance premiums and administrative fees, if you are unable to leave for a medical reasons for the reasons and circumstances listed below, to the exclusion of any other:

- **Cancellation due to Sickness or Serious Illness following a COVID-19 contamination of the Insured, justified by a medical authority and leading a quarantine and/or a hospitalization during the date of the trip or a contraindication to travel (supporting documentation is required).**
- **Cancellation due to death or Serious Illness leading to a hospitalization of a Family Member, following a COVID-19 contamination declared within 30 days prior departure, justified by a medical authority and requiring the presence of the Insured (supporting documentation is required).**

In case of cancellation due to Sickness/Serious Illness of the Insured or a Family Member, we intervene according to the above conditions and only if the result of a PCR test is « positive » for COVID-19.

For the guarantee to be acquired, the test must be carried out only:

- **Either on request of a physician**, consulted BEFORE performing the test to verify existing symptoms,
- **Or at the initiative of the Insured** and confirmed by a physician after obtaining a « positive » PCR test, consulted for the treatment and follow-up of the symptoms existing in the 15 days preceding the beginning of the stay.

Any trip cancellation due to a « positive » PCR test performed outside of these conditions will not be covered by this Contract and will not be subject to any refund.

- **Cancellation due to a « positive » COVID-19 test performed within 72 hours prior departure, required by sanitary authorities of the destination country, the travel organizer or the transportation company to be able to make the trip.**

Any trip cancellation due to a « positive » PCR test performed outside of these conditions will not be covered by this Contract and will not be subject to any refund.

- **Cancellation due to denied boarding of the Insured, following a COVID-19 check at the airport of departure. A document issued by the airline or the sanitary authorities who denied the boarding will be required to get the refund.**

It is your responsibility to establish the reality of the situation giving entitlement to our services; We therefore reserve the right to refuse your request, on the opinions of our physicians, if the information supplied does not prove the materiality of the facts.

B/ CANCELLATION FOR ANY OTHER JUSTIFIED RANDOM EVENT

You are also covered, up to the limit stated in the Table of Cover, against **all other random events, of any kind whatsoever, constituting an immediate, real and serious obstacle**, preventing your departure and/or exercise of the activities planned during your trip. The term "random event" is understood to mean all sudden, unforeseeable circumstances independent of the insured's will justifying cancellation of the journey. There must be a direct causal link between the random event and the impossibility of leaving.

However, cover is operative, for the following causes, only under the conditions described precisely below:

- **Serious illness, Serious bodily accident or death,**
- Or**
- **Consequences, sequels, complications or aggravation, recorded after joining the contract,** of a bodily accident or pre-existing sickness and not foreseeable at the date you book the trip, preventing your departure (it being understood that the date of the first medical observation of the aggravation, evolution or relapse will be taken into account for the calculation of the refund):
 - Your tutor or any other person living habitually under your roof,
 - Your designated professional replacement chosen at the moment of the purchase,
 - The person designated when signing the present contract as having responsibility, during your trip, for keeping or accompanying on holiday your minor children, or the disabled person living under your roof, provided there is more than 48 hours' hospitalisation, or death.
 - **Unplanned hospitalisation of more than 48 consecutive hours or death of the trip, of an uncle, aunt, nephew, or niece of the Insured or his/her Spouse** that cannot be foreseen on the date of the booking of the Stay and that requires the Insured or his/her Spouse to be at his/her bedside or at his/her funeral on a date during the Stay.
 - **Serious material damage** requiring absolutely your presence on the date of the planned departure in order for you to take the necessary protective measures, following a fire, water damage or natural elements, and affecting more than 50% of your private or professional premises.
 - **Theft from private or professional premises**, absolutely requiring your presence on the date of departure, **provided it has occurred within the 48 hours preceding the departure for the journey. A complaint will be required.**
 - **Your medical appointment notice for an organ transplant**, on a date before or during the planned journey, provided the appointment notice was not known when the Contract was signed.
 - **Serious damage to your vehicle** occurring within 48 hours preceding departure, if it can no longer be used to convey you to the location of your trip.
 - **An accident or breakdown of your means of transport** occurring during transport to the departure point, leading to a delay of more than two hours, makes you miss the flight reserved for your departure, provided you have taken measures to arrive at the airport at least 2 hours before the final boarding.

- **Your redundancy on economic grounds** or redundancy of your spouse or de facto spouse, provided that the procedure was not started on the date when you signed the present Contract and/or that you were not aware of the date of the event when you signed the contract.
- **Obtaining a paid employment or remunerated traineeship**, taking effect before or during the dates scheduled for your journey, when you were registered with the Job Centre, provided this is not a case of prolongation, renewal or amendment of a type of contract, nor a mission provided by a temporary employment company.
- **Your administrative or judiciary convocation of an imperative, unforeseeable nature which cannot be postponed**, issued by an authority, on a date occurring during the planned journey, provided the convocation was not known when you signed the Contract.
- **Your convocation**, on a date occurring during your journey, **to a university re-sit examination**, provided that the failure of the examination was not known when you signed the present Contract.
- **Refusal of a tourist visa** by the authorities of the country chosen for your journey, provided that you did not file any application refused by these authorities during a previous journey, that your actions meant that they could reach a decision prior to your journey, and provided that you have met the constraints demanded by the administrative authorities of this country.
- **Your professional transfer**, not for disciplinary reasons, imposed by your employer, obliging you to move home during the term of your insured journey, or within 8 days preceding your departure, provided that the transfer was not known when you signed the Contract. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts.
- **Cancellation or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, except for members of a liberal profession, directors, legal company representatives, independent workers, self-employed trades persons, and entertainment industry workers on short-term contracts. The employer must have given prior, written agreement to this leave, which is a vested right, before you signed the Contract.
- **Your convocation to adopt a child** within 15 days preceding your departure or during the period of your insured trip, provided that the convocation was not known when you signed the Contract.
- **Cancellation due to separation of a couple**, whether married, bound under a civil solidarity pact or reputed spouses. This cover is operative only on presentation of legal and administrative documents proving the real nature of the separation or of cohabitation in the case of unmarried cohabitation (divorce procedure, termination of the PACS [civil solidarity pact] contract, all documents proving the couple's cohabitation, electricity and gas utility bills, telecoms bills, joint bank accounts, joint declaration, etc.).
- **Theft, within 48 hours preceding your departure, of your identity documents** (passport, identity card) **essential to cross the borders which must be crossed** during your journey, provided that a declaration of theft has been made, as soon as the theft came to your attention, to the closest police authorities.

In all cases of journey cancellation:

- **Cancellation for a guaranteed reason** of one or more persons registered at the same time as you (Maximum 9 persons for the entire application), insured under the present contract. If you wish to make the journey alone, account is taken of the additional costs, although our reimbursement cannot exceed the sum due in the event of cancellation on the date of the event

If the travel registration form provides for several families, each one is guaranteed for its share; the trip is not totally cancelled and in this case, the insurance indemnity relates to the arithmetical share of the family

concerned. It is the responsibility of the signatory of the travel reservation to provide the intermediary with the names of the co-payees.

- **Costs for a change of name** charged by the service-provider if, for a guaranteed event, you prefer to have yourself replaced by another person rather than to cancel your trip. Our reimbursement cannot exceed the value due in the event of cancellation on the date when the name is changed.

- **The compensation will be paid to you minus a specific deductible** stated in the table of cover sums and deductibles. This deductible also applies to persons registered at the same time as you insured under the present Contract.

2.2.2 VALUE OF THE COVER

The compensation paid in application of the present Contract can under no circumstances exceed the price of the journey declared when signing the present Contract and within the limits stipulated in the Table of Cover, per insured person, and per event.

We shall reimburse to you the value of the cancellation costs invoiced according to the cancellation table listed in the travel agency's general terms.

Administrative costs invoiced by the travel organiser or travel agency after cancellation or modification of the journey, costs of tips and visas, all taxes reimbursable to the travel agency or to the insured by the carrier or all collection agencies, and the premium paid in consideration for signing the present contract, are not reimbursable.

2.2.3 HOW LONG DO YOU HAVE TO REPORT THE CLAIM?

Two stages

1/ At the first appearance of the illness, or as soon as you are aware of the event triggering the cover, you must **IMMEDIATELY inform your travel agency.**

If you cancel the trip at a later date with your travel agency, our reimbursement will be limited to the amount of the costs that would have been payable by you on the date of the loss, in accordance with the cancellation fee schedule in the Special Conditions of Sale of the tour operator, travel agency or airline. This clause implies that any difference between the cancellation costs calculated on the date of the loss as determined by us and those calculated by the tour operator and shown on your invoice for cancellation costs will remain at your expense.

2/ On the other hand, you must declare the claim to PRESENCE ASSISTANCE, within five working days following the event involving the guarantee.

If this time limit is not respected and we suffer prejudice as a result, you will lose all rights to compensation.

2.2.4 WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written casualty declaration must be accompanied:

- **In the event of Serious Illness or Serious bodily accident, or hospitalisation**, by a medical certificate specifying the origin, nature, seriousness and foreseeable consequences of the illness or physical injury,
- **In the event of positive PCR test**, by the prescription of the test, the result of the test, the isolation certificate issued by administrative authority (such as CPAM or ARS in France),
- **In the event of denied boarding**, by a document issued by the airline or sanitary authority who denied the boarding. In the absence of such proof no compensation will be possible,
- **In the event of death**, by a certificate and the personal details form,
- **In any other cases**, by all documents proving the reason for your cancellation.

You will have to provide all information and documents requested to justify the reason for your cancellation and particularly:

- ✓ Prescriptions for medicines, medical analyses or examinations and proof that they have been delivered or performed.
- ✓ The statements of the Social Security or any other similar organisation relative to the reimbursement of the treatment costs and/or the payment of the daily sickness benefit,
- ✓ The cancellation costs invoiced by the organiser of the journey or the travel agency,
- ✓ The number of your insurance contract,
- ✓ The registration form issued by the travel agency,
- ✓ In the event of an accident, you will have to explain the causes and circumstances and provide the names and addresses of the responsible parties and also, if applicable, of any witnesses,
- ✓ The valid double-sided identity document of all insured persons concerned by the claim
- ✓ And any other document required to manage your claim.

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical officer. If you object to this without a legitimate reason, you will lose your rights to cover.

If you do not comply with the above obligations, except in the case of fortuitous events or force majeure, we will be entitled to claim compensation in proportion to the damage that this failure may have caused us, which will be deducted from that which could be charged to us.

If you misrepresent the nature and circumstances of the loss or the amount of the damage, or fail to declare the existence of other insurance policies covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will be deprived of all rights to compensation.

2.2.5 WHAT WE EXCLUDE?

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

In addition to the General Exclusions, the following are also excluded:

- ◆ An event, a sickness or an accident that was first diagnosed, relapsed, aggravated or leading to a hospitalisation between the date of the purchase of the journey and the date of subscription to the insurance contract,
- ◆ An event, sickness or accident that was first diagnosed, relapsed, aggravated or leading to a hospitalisation before the subscription to the insurance contract,
- ◆ An accident or sickness known before the insurance contract is taken out, except for unforeseeable changes in health,
- ◆ Any circumstance detrimental to the mere enjoyment,
- ◆ Pregnancy including complications after the 28th week, and in all cases, abortion, delivery, in-vitro fertilisation and consequences of these,
- ◆ Omission or lack of vaccination,
- ◆ Cancellation due to an *Epidemic or Pandemic* event, unless otherwise stipulated in the guarantee,
- ◆ Failure of all kinds, including financial failure, of the carrier, making it impossible to perform its contractual obligations,
- ◆ Lack or excess of snow,
- ◆ Any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days and which has not been qualified as such by a competent medical authority,
- ◆ Pollution, local sanitary situation, natural catastrophes in France and DROM covered by the procedure referred to by law No. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ◆ Weather or climate events,
- ◆ Cessation of operations of the airline,
- ◆ Consequences of legal procedure against you,
- ◆ Absence of hazards,

- ◆ An intentional and/or legally reprehensible act, the consequences of alcoholic states and the consumption of drugs, any stupefying substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- ◆ The simple fact that the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ An act of negligence on your part,
- ◆ Any event for which the travel agency may be responsible in accordance with the Tourism Code in force,
- ◆ Medical interventions resulting from the sole will of the Insured except in the case of medically recognised necessity,
- ◆ Pathologies that have been the subject of a consultation, hospitalisation, hospitalisation at home in the thirty (30) days preceding the booking of the journey,
- ◆ The impossibility to leave due to:
 - Administrative restrictions on the movement of persons imposed by the competent authorities of the country of departure, transit or destination, except for the reasons listed in the cover
 - The material organisation of the Insured,
 - The sole decision to cancel a member of the group for a reason other than those listed in the guarantee.
- ◆ Accidents resulting from the practice of the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competitive luge, all aerial sports, as well as those resulting from participation or training in matches or competitions,
- ◆ Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

In addition, the « COVID-19 EXTENSION » guarantee does not cover cancellations resulting from:

- ◆ Inability to leave due to border closures, travel restrictions, transport cancellations, material organisation, accommodation or security conditions at the destination;
- ◆ Any other event, occurring between the date of subscription to the insurance contract and the departure date of your trip, not listed in A-2/COVID-19 EXTENSION;
- ◆ Any event occurring between the date of purchase of the trip and the date of subscription of the insurance contract;
- ◆ PCR tests that do not meet the conditions of this guarantee;
- ◆ Antigenic tests;
- ◆ Any person reported as a contact case to COVID-19 but not confirmed by a positive PCR Test and/or not preventing travel from taking place;
- ◆ The consequences of health measures taken by the competent authorities at local, regional, national or international level to restrict the movement of goods and persons: containment, border closures or restrictions on entry into national territory ;
- ◆ The sanitary situation at the place of stay.

2.3 GENERAL FRAMEWORK OF GUARANTEES SUPPORTED BY AREAS

As with any insurance contract, this one entails rights for you, as well as for Us, but also obligations. It is governed by the Insurance Code. These rights and obligations are set out below.

2.3.1 GENERAL EXCLUSIONS COMMON TO ALL COVERAGES

We cannot intervene:

- ◆ Services which have not been requested during the journey or which have not been arranged by us, or in agreement with us, do not give entitlement, a posteriori, to a refund or compensation,
- ◆ Catering and hotel expenses except those specified in the text of the cover,
- ◆ caused intentionally by the Insured and damage resulting from his or her participation in a crime, misdemeanour or brawl, except in the case of legitimate defence,
- ◆ The amount of the sentences and their consequences,
- ◆ Use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic impregnation,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- ◆ The practice, professionally of any sport,
- ◆ Participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- ◆ Expenses incurred after the return from the trip or the expiry of the guarantee,
- ◆ Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- ◆ The voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, asset seizures or constraints by law enforcement officers,
- ◆ The use by the Insured of air navigation equipment,
- ◆ The use of devices of war, explosives and firearms,
- ◆ Damage resulting from an intentional or dolorous fault of the Insured in accordance with article L.113-1 of the Code des Assurances,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and Pandemics unless otherwise stipulated in the guarantee, pollution, natural catastrophes,
- ◆ Nuclear accident, civil or foreign war, riot, strikes, popular movements, act of terrorism, attacks, hostage taking and their consequences.
- ◆ The absence of hazard,
- ◆ The decay of an atomic nucleus or any radiation from an energy source having a radioactive character,
- ◆ Cosmetic treatment, a cure, le traitement esthétique, une cure, abortion, an in-vitro fertilization and its consequences,
- ◆ An unstabilised pathology having been the subject of a finding or treatment in the 30 days prior to the booking of the journey,
- ◆ Any medical event or condition whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days or which has not been qualified as such by a competent medical authority.

2.3.2 HANDLING OF COMPLAINTS

During the life of the Contract, difficulties may arise.

Therefore, for any request or rectification of information or in the event of a dispute, you must first consult your MANAGER in writing, either by post to PRESENCE ASSISTANCE TOURISME at 110/114 rue Jules Guesde 92300 LEVALLOIS PERRET (France), or by writing to reclamation@presenceassistance.com for the insurance cover listed below:

- Cancellation,

You will receive an acknowledgement of receipt within 10 working days. You will be kept informed of the progress of the examination of your situation, and will receive, except in exceptional cases justified in writing, a reply at the latest within two (2) months following the sending of your letter of complaint.

If you are not satisfied with the response, you may refer the matter to the Insurer's customer relations department (AREAS - 49, rue de Miromesnil 75380 Paris cedex 08, www.areas.fr, telephone: 01 40 17 65 00) which will respond within the same timeframe (which cannot be accumulated), i.e. within two months of the date on which your letter of complaint is sent.

In the event of a persistent disagreement and the expiry of the two (2) month period following the sending of your claim, provided that no legal action has been taken, you may refer the matter to the Médiation de l'Assurance (TSA 50110 75441 Paris cedex 09 or by electronic means www.mediation-assurance.org). The opinion of the Insurance Mediator is not binding on the parties, who are free to accept or refuse the proposed solution and to refer the matter to the competent court.

2.3.3 PERSONAL DATA PROTECTION

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD), we inform you that your personal data is collected and processed by the companies Aréas Dommages and Aréas Vie (hereinafter collectively referred to as "Aréas Assurances") through the intermediary of your PRESENCE ASSISTANCE Manager.

The information collected is processed for the purpose of managing the present request and for commercial relations. Unless you object, your data may be used by your Manager, whose contact details are given in this document, for the purpose of canvassing for the insurance products that he distributes.

Your data is used only for explicit, legitimate and specified purposes related to its insurance and real estate investment activities. Only data that is useful is collected. These data are kept for the legal prescription periods. Aréas Assurances communicates your data, including outside the European Union, only to intermediaries, group companies, partners, reinsurers, service providers or authorised professional bodies that need it for our activities. Your data may also be communicated to official bodies and authorised administrative and legal authorities, particularly in the context of the fight against money laundering and the financing of terrorism or the fight against fraud.

You have the following rights with regard to the processing of personal data carried out by Aréas Assurances through the intermediary of your PRESENCE ASSISTANCE Manager: to access your data, to ask for it to be rectified in the event of an error, to ask for it to be deleted, to ask for it to be limited, to ask for it to be ported, to object to it being processed and to define directives relating to what is to happen to it in the event of your death.

When you have given your consent to data processing, you may withdraw it at any time, without calling into question the operations carried out prior to this withdrawal.

All of your rights can be exercised with the Insurer's personal data protection representative: Aréas Dommages at the following address: dpo@areas.fr,

or to your Manager: PRESENCE ASSISTANCE at the following address: dpo@presenceassistance.com.

Finally, you have the right to lodge a complaint with the CNIL.

You can obtain more information about your rights on our website www.areas.fr or on the CNIL website: www.cnil.fr.

In this respect, the Insured acknowledges that he/she is informed that the Insurer processes his/her personal data and that, moreover, :

- The answers to the questions asked are obligatory and that in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the contract (Article L 113-8 of the French Insurance Code) or the reduction of compensation (Article L 113-9 of the French Insurance Code).
- The processing of personal data is necessary for the subscription and execution of the contract and its guarantees, for the management of commercial and contractual relations, or for the execution of legal, regulatory or administrative provisions in force.

- The data collected and processed are kept for the time necessary to execute the contract or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their attributions, the Insurer's departments in charge of the conclusion, management and execution of the insurance contract and guarantees, its delegates, agents, partners, subcontractors and reinsurers within the framework of the exercise of their missions.

2.3.4 CONSUMER'S RIGHT TO OBJECT TO TELEPHONE MARKETING

If you do not wish to be the subject of commercial canvassing by telephone, you can register free of charge on a telephone canvassing opposition list.

These provisions are applicable to any consumer, i.e. any natural person who acts for purposes that are not part of his or her commercial, industrial, craft or liberal activity.

2.3.5 ACCUMULATION OF INSURANCE

In accordance with the provisions of Article L. 121-4 of the Insurance Code, when several insurances are taken out without fraud for the same risk, each of them produces its effects within the limits of the guarantees of the contract, and in compliance with the provisions of Article L. 121-1 of the Insurance Code. In this case, the Insured must notify all insurers.

Within these limits, the Insured may contact the Insurer of his choice. When they are contracted in a fraudulent or deceitful manner, the sanctions provided for by the Insurance Code (nullity of the contract and damages) are applicable.

2.3.6 ANTI-MONEY LAUNDERING

The checks that we are legally obliged to carry out in the context of the fight against money laundering and the financing of terrorism, particularly on cross-border capital movements, may lead us to ask you at any time for explanations or proof, including on the acquisition of insured goods. In accordance with the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, and the French Monetary and Financial Code, you have the right to access data concerning you by sending a letter to the Commission Nationale de l'Informatique et des Libertés (CNIL).

2.3.7 RIGHT OF RENUNCIATION

Information document for the exercise of the right of renunciation provided for in Article L. 112-10 of the Insurance Code.

You have the right to cancel this contract within 30 (calendar) days of its conclusion, without any costs or penalties. However, if you are offered one or more insurance premiums, so that you do not have to pay a premium for one or more months at the start of the contract, this period shall only start to run from the payment of all or part of the first premium.

The exercise of the right of renunciation is subject to the following four conditions:

- 1° You have taken out this contract for non-professional purposes;**
- 2° This contract complements the purchase of a good or service sold by a supplier;**
- 3° The contract you wish to renounce is not fully executed;**
- 4° You have not reported any claim covered by this contract.**

In this situation, you may exercise your right to cancel the contract by letter or any other durable medium addressed to the insurer of the contract. The insurer is obliged to reimburse the premium paid within thirty days of your waiver.

In addition, to avoid cumulating insurance, you are invited to check that you are not already the beneficiary of a guarantee covering one of the risks guaranteed by the contract you have taken out.

SAMPLE FORM

"I, the undersigned Mr/Mrs ... residing at ... hereby renounce my contract N° AR2023055 subscribed with, in accordance with article L 112-10 of the French Insurance Code. I certify that I am not aware, at the date of sending this letter, of any claim involving a guarantee under the contract.

The waiver form should be sent either by letter to the following postal address

Présence Assistance Tourisme
110/114 rue Jules Guesde
92300 LEVALLOIS PERRET - FRANCE
Tel : +33 (0) 1 55 90 47 51

Or by e-mail to: reclamation@presenceassistance.com

CONSÉQUENCES OF RENUNCIATION :

Exercising the right of renunciation within the period specified in the box above will result in the cancellation of the contract from the date of receipt of the letter or any other durable medium. As soon as you become aware of a claim involving the contract, you can no longer exercise this right of renunciation. However, the full premium remains due to the Insurer if you exercise your right of renunciation when a claim involving the cover of the contract has occurred during the renunciation period of 30 days.

When you exercise your right of renunciation, the Insurer is obliged to reimburse, if applicable, the amount of the premium paid within 30 days from the date of exercise of the right of renunciation.

2.3.8 SUBROGATION

The insurer is subrogated to the extent 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. When the benefits provided in execution of the agreement are covered in whole or in part by another company or institution, the insurer is subrogated to the rights and actions of the beneficiary against this company or institution.

2.3.9 LIMITATION OF ACTIONS ARISING FROM THE INSURANCE CONTRACT

The provisions relating to the limitation of actions deriving from the insurance contract are set out in Articles L. 114-1 to L. 114-3 of the Insurance Code, reproduced below:

Article L. 114-1 of the Insurance Code:

All actions deriving from an insurance contract are prescribed by 2 years as from the event which gives rise to them.

However, this period does not run :

1° In the event of reticence, omission, false or inaccurate declaration of the risk incurred, only from the day when the Insurer became aware of it;

2° In the event of a claim, only from the day when the persons concerned became aware of it, if they prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, the period of prescription shall run only from the day on which the third party took legal action against the Insured or was compensated by the latter.

The limitation period is extended to 10 years in life insurance contracts when the beneficiary is a person distinct from the member and, in personal accident insurance contracts, when the beneficiaries are the rightful claimants of the deceased Insured.

For life insurance contracts, notwithstanding the provisions of 2°, the actions of the beneficiary shall be barred at the latest 30 years after the death of the Insured.

Article L. 114-2 of the Insurance Code:

Prescription is interrupted by one of the ordinary causes of interruption of prescription and by the appointment of experts following a claim.

The interruption of the prescription of the action may, in addition, result from the sending of a registered letter with acknowledgement of receipt addressed by the Insurer to the Insured in respect of the action for payment of the premium and by the Insured to the Insurer in respect of the payment of the indemnity.

Article L. 114-3 of the Insurance Code:

Notwithstanding Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, modify the duration of the limitation period or add to the causes of its suspension or interruption.

Additional information:

The ordinary causes of interruption of the limitation period referred to in Article L. 114-2 of the Insurance Code are set out in Articles 2240 to 2246 of the Civil Code reproduced below.

Article 2240 of the Civil Code:

The recognition by the debtor of the right of the person against whom he was prescribing interrupts the prescription period.

Article 2241 of the Civil Code:

The legal claim, even in summary proceedings, interrupts the limitation period as well as the time limit of foreclosure.

The same applies if the claim is brought before a court that lacks jurisdiction or if the act of bringing the claim before the court is annulled due to a procedural defect.

Article 2242 of the Civil Code:

The interruption resulting from the application to the court has effect until the proceedings are terminated.

Article 2243 of the Civil Code:

The interruption is null and void if the applicant withdraws his application or allows the proceedings to lapse, or if his application is finally rejected.

Article 2244 of the Civil Code:

The limitation period or the period of foreclosure is also interrupted by a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution.

Article 2245 of the Civil Code:

The interpellation made to one of the joint and several debtors by a legal demand or by an act of forced execution or the recognition by the debtor of the right of the one against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the acknowledgement of this heir does not interrupt the prescription period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. This interpellation or acknowledgement interrupts the limitation period, with respect to the other co-debtors, only for the share for which this heir is liable.

To interrupt the prescription period for the whole, with regard to the other co-debtors, it is necessary to make an interpellation to all the heirs of the deceased debtor or the recognition of all these heirs.

Article 2246 of the Civil Code:

The interpellation of the principal debtor or his acknowledgement interrupts the limitation period against the guarantor.

2.3.10 SETTLEMENT OF DISPUTES

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

2.3.11 FALSE DECLARATIONS

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

- Any concealment or intentionally false statement on your part will render the contract null and void. The premiums paid shall be retained by us and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the Insurance Code.

- In application of article L113-9 of the Insurance Code, any omission or inaccurate declaration on your part, the bad faith of which is not established, will lead to the cancellation of the contract 10 days after the notification which will be made to you by registered letter when it is noted before any claim.

When the omission or inaccurate declaration is revealed during a claim, it shall give rise to the application of the proportional reduction of the indemnities provided for in the aforementioned article.

2.3.12 SUPERVISORY AUTHORITY

We are under control of l'Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4, Place de Budapest – CS 92459 – 75436 Paris Cedex 09 – France.