APPENDIX 1: INFORMATION NOTICE

INFORMATION NOTICE FOR THE SAMBOAT BASIC CANCELLATION POLICY NO. 10538

HOW TO CONTACT OUR NEAT INSURANCE DEPARTMENT

- **by email:** claim@neat.eu
- **Or via the website:** **https://assures.neat.eu**

Remember to have the following information ready when you call:

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

During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Insurance Department.

TABLE OF COVER

INSURANCE COVER	CEILING
1 / CANCELLATION	
✓ **Cancellation for medical reasons** (A1)	(A1) €10,000 per booking
✓ **Cancellation for specified / justified reasons** (A2)	(A2) €10,000 / per booking Excess of 10% of the claim with a minimum of €50 per person and €150 per event
✓ **Comprehensive cancellation** (A3)	(A3) €10,000 / per booking Excess of 10% of the claim with a minimum of €50 per person and €150 per event

NIVM23.06.12

ARTICLE 1 - DEFINITIONS AND SCOPE

We, the Insurer
MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. Public limited company (*société anonyme*) with share capital of €15,180,660 - Company governed by the French Insurance Code - Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - Bobigny Trade and Companies Register no. 383 974 086 - VAT No. FR 31 383 974 086.

Abroad
Any country outside your home country.

Attack
Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage.
This "attack" must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.
If several attacks take place on the same day, in the same country, and if the authorities consider it one and the same coordinated action, this event will be considered one and the same event.

Claim
Random event likely to trigger the cover under this policy.

COM
COM means the Overseas Authorities, i.e. French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthélemy.

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

Distributor
Sam Boat, 223, avenue Emile Counord, 33300 Bordeaux. Simplified joint-stock company with capital of €2,030,000, registered with the Bordeaux Companies and Trade Register under number 799 758 412.

DOM-ROM, COM and sui generis local authorities
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, French Guiana, Réunion and Mayotte.

Duration of cover
The "Cancellation" cover takes effect on the day you take out the insurance policy and expires on the day of your departure for the trip.

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

NIVM23.06.12

Events covered under insurance

- ✓ Cancellation

Excess

Share of the claim for which the Insured is responsible under the policy in the event of compensation following a claim. The excess may be expressed in amount, percentage, day, hour or kilometre.

Home

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

Illness

Sudden and unpredictable alteration of health certified by a competent medical authority.

Injury

Sudden alteration of health resulting from the sudden action of an external cause which is unintentional on the part of the victim as determined by a competent medical authority

Insured

Natural person renting the boat and all designated passengers, hereinafter referred to as "you".

Invalidity

Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

Managing Broker

NEAT - insurance brokerage company, simplified joint-stock company with capital of €106,032.48, whose registered office is located at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 913 676 581 and with ORIAS under number 22004644 - Intra-community VAT number: FR69913676581 - Professional Civil Liability and Financial Guarantee in compliance with Articles L 512-6 and L 512-7 of the French Insurance Code.

Maximum per event

In the event that the cover applies to several Insured Parties who are victims of the same event and insured under the same special conditions, the insurer's cover is in any event 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.

Natural disaster

Abnormal intensity of a natural agent not resulting from human intervention. A 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 the public authorities.

Serious bodily injury

Sudden alteration of health resulting from the sudden action of an unintentional external cause on the part of the victim, confirmed by a competent medical authority, resulting in the issue of a prescription for taking medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Serious illness

Sudden and unforeseeable alteration of health confirmed by a competent medical authority resulting in the issue of a prescription for taking medicines for the benefit of the patient and involving the cessation of any professional or other activity.

Territoriality
Entire world.

ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

1/ CANCELLATION

CANCELLATION FOR MEDICAL REASONS

Cover applies to you for the reasons and circumstances listed below, to the exclusion of all others, within the limit indicated in the Table of Cover:

• Serious illness, serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, recorded before you booked your trip of:

- you, your legal or *de facto* spouse, ascendants or descendants (any degree), your guardian or any person ordinarily living under your roof,
- your brothers, sisters, including the children of the spouse or common-law partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement appointed at the time of subscription,
- the person designated at the time of taking out this policy, responsible during your trip for keeping or accompanying your minor children on holiday, or the disabled person living under your roof, provided that there is hospitalisation of more than 48 hours or death.

• 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 are not more than 6 months pregnant or,
- ✓ if the very nature of the trip is incompatible with the pregnancy, provided that you are not aware of your condition at the time of registration.

- **Partial cancellation by a participant - Pro rata reimbursement**

If the trip or rental is booked for several participants and one of them is unable to leave for one of the reasons covered above, the cover applies only to the person concerned.

In this case, reimbursement will be made on a pro rata basis for the cost corresponding to the cancelling participant, up to the limit of the costs actually retained by the renter or organiser, excluding any payment of the total cost of the rental or stay, when this is maintained for the other participants.

It is your responsibility to establish the reality of the situation entitling you to our services, 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 SPECIFIED/JUSTIFIED REASONS

Cover applies to you for the reasons and circumstances listed below, to the exclusion of all others, within the limit indicated in the Table of Cover:

• **Serious property damage** requiring your presence on the scheduled day of departure to take the necessary precautionary measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.

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

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

• **A contraindication for vaccination**, follow-up to vaccination, or medical inability to follow preventive treatment necessary for the destination chosen for your trip.

• **Serious damage to your vehicle** occurring in the 48 hours prior to departure, and insofar as it can no longer be used to get you to the place of stay.

• **An accident or breakdown of your means of transport** occurring during your pre-shipment, resulting in a delay of more than two hours, causes you to miss the flight booked for your departure, provided that you have arranged to arrive at the airport at least 2 hours before the boarding deadline.

• **Your dismissal for economic reasons** or that of your legal or de facto spouse, provided that the procedure has not been initiated on the day this Policy was taken out and/or that you were not aware of the date of the event at the time the Policy was taken out.

• **Obtaining a salaried job or a paid internship**, taking effect before or during the dates scheduled for your trip, while you were registered with the national employment agency of your home country, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.

• **Your compulsory, unforeseeable summons, which cannot be postponed** by an administration, to a date during the planned trip, provided that the summons was not known at the time the Policy was taken out.

• **Your summons**, on a date during your trip**, to a university catch-up examination** provided that the failure of the examination was not known at the time of taking out this Policy.

• **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted any application that was refused by these authorities during a previous trip, that your procedures allowed them to take a position prior to your trip, and provided that you comply with the constraints imposed by the administrative authorities of that country.

• **Your professional transfer**, non-disciplinary, imposed by your employer, requiring you to relocate during your insured stay or during the 8 days preceding your departure and provided that the transfer was not known at the time of taking out the Policy. This cover is granted to salaried employees, **excluding members of a liberal profession, directors, company legal representatives, self-employed workers, craftsmen and part-time workers in the entertainment industry.**

• **The removal or modification of the date of your paid leave by your employer**. This cover is granted to salaried employees, **excluding members of a liberal profession, directors, company legal representatives, self-employed workers, craftsmen and part-time workers in the entertainment industry.** This 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 adoption of a child** during your insured stay, and provided that the summons was not known at the time the Policy was taken out.

• **Cancellation for the separation of a couple** who are married, in a civil union or living in a known cohabitation, this cover is only available on the 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 union contract, all documents attesting to the couple's common life, electricity, gas, telecommunications invoices, joint bank accounts, joint declaration, etc.).

• **Theft, in the 48 hours prior to your departure, of your identity papers** (passport, ID card) which are **essential to cross the borders** during your trip, provided that a theft report has been made to the nearest police authorities as soon as the theft is known.

• **Cancellation for a covered reason** by one or more persons registered at the same time as you (Maximum 9 persons) and insured under this policy. If you wish to make the trip alone, additional costs are taken into account, without our reimbursement exceeding the amount due in the event of cancellation on the date of the event.

• **Name change fees** charged by the service provider if, for a covered event, you prefer to be replaced by another person rather than cancel your stay. Our reimbursement will not exceed the amount due in the event of cancellation on the date of the name change.

• **A riot, attack or act of terrorism occurring abroad**, in the destination city(ies) of your trip. You will be covered in the event of a riot, attack or act of terrorism, when at least 2 of the following 3 conditions are met:

- The event resulted in property damage and personal injury in the destination city(ies) of your trip,
- The French Ministry of Foreign Affairs strongly advises against travel to the destination city(ies) of your trip,
- The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the country in question in the 30 days prior to taking out the policy. The event must occur after the policy is taken out.

In all cases of travel cancellation, the compensation will be paid to you less a specific excess indicated in the Table of Cover. This excess also applies to persons registered at the same time as you and insured under this Policy.

COMPREHENSIVE CANCELLATION

You are also covered, up to the limit indicated in the Table of Cover, for **any other random event, whatever it may be, constituting an immediate, real and serious obstacle**, preventing your departure and/or the exercise of the activities planned during your stay. Random event means any sudden, unforeseeable circumstance beyond the Insured's control that justifies cancellation of the trip. The random event must have a direct causal link with the impossibility of leaving.

AMOUNT OF THE COVER

The compensation paid pursuant to this Policy may not under any circumstances exceed the price of the trip declared at the time of taking out this Policy and within the limits provided for in the Table of Cover.
We will reimburse you for the amount of cancellation fees charged according to the conditions of the cancellation scale listed in the general terms and conditions of the travel agency.
Administrative fees, tips, visa fees and the premium paid in return for taking out this policy are not reimbursable.

HOW LONG DO YOU HAVE TO REPORT A CLAIM?

Two steps

1/ Upon the first manifestation of the illness or upon becoming aware of the event giving rise to the cover, you must notify **your travel agency IMMEDIATELY.**

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

2/ You must also report the claim to NEAT within five working days of the event giving rise to the cover.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

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

You must provide NEAT with the medical documents and information required to process your claim, which we will send to you upon receipt of the claim form, as well as the medical questionnaire to be completed by your doctor.
If you do not have these documents or information, you must obtain them from your doctor and send them to NEAT.
You must also send any information or documents requested to justify the reason for your cancellation, and in particular:

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations as well as all documents justifying their issuance or execution, and in particular the sickness sheets containing, for the prescribed medicines, a copy of the corresponding labels,
- ✓ statements from Social Security or 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 the travel agency or which the latter retains,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, where applicable, witnesses,
- ✓ and any other necessary documents.

In addition, it is expressly agreed that you accept in advance the principle of an inspection by our medical advisor. Therefore, if you object to this without legitimate reason, you will lose your rights to coverage.

WHAT WE EXCLUDE

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

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

- **An event, illness or accident that has been the subject of an initial observation, relapse, worsening or hospitalisation between the date of purchase of the stay and the date of taking out the insurance policy,**
- **Any circumstance that is simply detrimental to enjoyment,**
- **Pregnancy including its complications beyond the 28th week and in all cases, the voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,**
- **Failure to vaccinate,**
- **Failure of any kind, including financial, of the carrier making it impossible to perform its contractual obligations,**
- **Lack of or excess snow,**
- **Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,**
- **Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, weather or climatic events,**
- **The consequences of criminal proceedings to which you are subject,**
- **Any event occurring between the date on which the trip was arranged and the date on which the insurance policy was taken out.**
- **The absence of a hazard,**
- **An intentional and/or reprehensible act by law, the consequences of alcohol conditions and the consumption of drugs, any narcotic substance mentioned in the French Public Health Code, medicines and treatments not prescribed by a doctor,**
- **Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,**
- **An act of negligence on your part,**
- **Any event for which the travel agency may be responsible pursuant to the Tourism Code in force,**
- **Failure to present, for any reason whatsoever, documents essential for the stay, such as passport, identity card, visa, travel documents, vaccination booklet except in the event of theft, within 15 days prior to departure, of the passport or identity card.**

ARTICLE 3 - GENERAL EXCLUSIONS

The following are not covered:

- **Services that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,**
- **Meals and hotel costs, except those specified in the text of the types of cover,**
- **Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,**
- **The amount of the convictions and their consequences,**
- **The use of narcotics or drugs not medically prescribed,**
- **The state of inebriation,**
- **Customs fees,**
- **Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence is issued as well as training for these competitions,**
- **The practice, in a professional capacity, of any sport,**
- **Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air locomotion vehicle,**
- **The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,**

- **Costs incurred after the return from the trip or expiry of the cover,**
- **Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,**
- **Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,**
- **Official prohibitions, seizures or restrictions by law enforcement,**
- **The use by the Insured of air navigation devices,**
- **The use of munitions, explosives and firearms,**
- **Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,**
- **Suicide and attempted suicide,**
- **Epidemics and pandemics, pollution, natural disasters,**
- **Civil or foreign war, riots, strikes, popular uprisings, acts of terrorism, hostage-taking,**
- **The disintegration of atomic nuclei or any irradiation from a radioactive energy.**

Under no circumstances may MUTUAIDE ASSISTANCE be held liable for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of atomic nuclei, the explosion of radioactive nuclear devices and nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseeable or force majeure event, as well as their consequences.

ARTICLE 4 - REIMBURSEMENT CONDITIONS

Reimbursements to the Insured may only be made by us on presentation of the original invoices paid corresponding to costs incurred with our agreement.

Requests for reimbursement should be sent to:

NEAT

**`By e-mail to** claim@neat.eu`
Or via the website: https://assures.neat.eu

ARTICLE 5 - PROCESSING OF COMPLAINTS

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

For any complaint regarding your insurance cover, you can contact complaints@neat.eu.

If your complaint is not resolved to your satisfaction, please write to us by post at:

Neat

Complaints Department

16 Place des Quinconces

33000 BORDEAUX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

ARTICLE 6 - DATA COLLECTION

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

• The answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code).

• The processing of personal data is necessary for the subscription and performance of his/her policy and its cover, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.

• The data collected and processed is retained for the period necessary for the performance of the policy or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to limitation periods.

• The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her 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 control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

• In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured are retained for a period of five (5) years from the termination of the policy or the termination of the relationship.

• His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

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

For persons registered on a list of suspected fraudsters, the data concerning them is deleted after the period of five years from the date of registration 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, or during its performance or as part of the management of disputes.

• Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.

• His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

• The Insured has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter is necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

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

- by email to: DRPO@MUTUAIDE.fr

or

- by post: by writing to the following address: Data Protection Officer - MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 7 - SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Beneficiary, against any person responsible for the events that motivated its intervention. When the services provided under the agreement are covered in whole or in part through another company or institution, MUTUAIDE ASSISTANCE shall be subrogated to the rights and actions of the beneficiary against this company or institution.

ARTICLE 8 - LIMITATION PERIOD

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

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;

- in the event of a claim, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the insured or was compensated by the latter.

This limitation period may 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 he/she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:
A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he/she was time barred interrupts the limitation period against all the others, even against their heirs.
On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.
To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code).
A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent 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 payment of the claim compensation).

ARTICLE 9 - 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 first party to act, in the absence of an 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 DECLARATIONS

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

- **Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall 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 declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the**

application of the reduction in compensation under the French Insurance Code as provided for in Article L.113.9.

ARTICLE 11 - SUPERVISORY AUTHORITY

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

Travel Insurance
Insurance Product Information Document

Company: Mutuaide Assistance, Approval No. 4021137 - Insurance company authorised in France and governed by the French Insurance Code

Product: SAMBOAT BASIC CANCELLATION NO. 10538

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

What type of insurance is it?
SAMBOAT Basic Cancellation is an insurance policy designed to cover the Insured before the trip.

What is insured?

✓ **Cancellation for medical reasons**
€10,000 per booking

✓ **Cancellation for specified / justified reasons**
€10,000 / per booking Excess of 10% of the claim with a minimum of €50 per person and €150 per event

✓ **Comprehensive cancellation**
€10,000 / per booking Excess of 10% of the claim with a minimum of €50 per person and €150 per event

What is not insured?

✗ **The consequences of a civil or foreign war, popular uprisings, acts of terrorism**
✗ **Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy**
✗ **The use of narcotics or drugs not medically prescribed**
✗ **Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification**

Are there any exclusions to the cover?

The main policy exclusions are:

- **An act of negligence on your part**
- **The state of inebriation**
- **Customs fees**
- **Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities**
- **Services that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation**
- **Costs incurred after the return from the trip or expiry of the cover**
- **Official prohibitions, seizures or restrictions by law enforcement**
- **Professional practice of any sport**
- **Costs incurred after the return from the trip or expiry of the cover**

Where am I covered?

The cover applies worldwide.

What are my obligations?

- When the policy is taken out
The Insured is required to pay the premium.
The Insured is required to answer accurately the questions asked by the Insurer, in particular in the declaration form enabling it to assess the risks covered.

- In the event of a claim
The Insured must report his/her claim within 5 working days of becoming aware of the claim.

When and how to make payments?

The premium is payable when the policy is taken out, by any means of payment accepted by the rental company.

When does the cover begin and when does it end?

Start of cover
The Cancellation cover takes effect on the day you take out the insurance policy.

Right of waiver
In accordance with Article L.112-10 of the French Insurance Code, an Insured who takes out an insurance policy for non-professional purposes may cancel this new policy, without costs or penalties, if he or she can prove that he or she has pre-existing cover for one of the risks covered by the new policy, as long as it has not been fully performed or the Insured has not invoked any cover, and within a limit of thirty calendar days from the conclusion of the new policy.

End of cover
The Cancellation cover expires on the day of your departure for your trip.

How can I cancel the policy?

This policy cannot be cancelled.

INFORMATION AND ADVICE SHEET PRIOR TO ENROLMENT IN GROUP DAMAGE INSURANCE CONTRACTS n°10538

Please read this document carefully before purchasing your insurance policy.

This document explains:

- Who is involved in the distribution of your insurance,
- In what capacity each party is acting,
- How remuneration works,
- How to file a claim.
- Your right to opt out

You acknowledge that you have been informed of the possibility that the information and documents relating to the insurance contract may be communicated to you in a durable medium other than paper.

This document constitutes pre-contractual information and has no contractual value. The general terms and conditions of insurance as well as the information document on the insurance product describe the scope of the guarantees, the exclusions and the applicable obligations. Only these contractual documents are authentic and determine the rights and obligations of the parties. We invite you to read them before subscribing.

PREAMBLE

Contract 10548 is subscribed by Lacani, a simplified joint-stock company whose registered office is located at 223 Avenue Emile Counord, 33300 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 799 758 412, with the Insurer Mutuaide Assistance (hereinafter referred to as "the Insurer" or "Mutuaide"), 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. SA with a capital of €15,180,660 – Company governed by the Insurance Code – Subject to the control of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny – VAT FR 31 383 974 086.

This Agreement is distributed by NEAT - an insurance brokerage company, SAS with a share capital of €106,032.48, whose registered office is located at 16 Place des Quinconces, 33000 Bordeaux, registered with the Bordeaux Trade and Companies Register under number 913 676 581 and with ORIAS under number 22004644 - Intra-community VAT number: FR69913676581 - Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code.

The management of the Agreement is delegated to Neat in its capacity as manager (hereinafter "NEAT" or the "Manager").

Mutuaide and Neat are authorised to carry on insurance activities in France under the freedom to provide services notified to the ACPR.

REMUNERATION IN CONNECTION WITH THE PROPOSED CONTRACT

It is specified that in return for distribution operations, NEAT is remunerated on the basis of commissions, i.e. remuneration included in the insurance premium, calculated on the basis of qualitative criteria, so as not to harm the interests of customers.

Sam Boat is paid in administrative fees for the presentation, placement and implementation of your insurance.

CLAIMS MANAGEMENT INFORMATION

In the event of a complaint regarding the distribution of this contract, we invite you to inform NEAT by writing to complaints@neat.eu.
If you are not satisfied with the answer you receive, you can send a letter to:

Neat

Claims Department

16 Place des Quinconces

33000 BORDEAUX

Neat will acknowledge receipt of your mail within 10 business days.
If the disagreement persists, you can refer the matter to the Insurance Mediation Service in your country of residence. You can find the contact details of the company by clicking on the following link:

https://www.neat.eu/en/dispute-resolutionentities-eea

For the settlement of cross-border disputes, it is also possible to lodge a complaint with the competent foreign system by requesting the activation of the FIN-NET procedure, which can be accessed via the website
https://finance.ec.europa.eu/consumerfinance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net/make-complaint-about-financial-serviceprovider-another-eea-country_en.

RIGHT OF WITHDRAWAL

In the case of distance selling, you have a right to withdraw from this contract for a period of (14) fourteen (calendar) days from its conclusion, without costs or penalties. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium over one or more months at the beginning of the contract, this period only runs from the payment of all or part of the first premium.

This period begins to run:

a) Either from the day on which the distance contract is concluded;

b) Or from the day on which the interested party receives the contractual conditions and information, if the latter date is later than the date mentioned in a).

Please note: The right of cancellation does not apply to insurance policies with a term of less than one month.

When you exercise your right to waive, the Insurer via Sam Boat is obliged to reimburse you the amount of the premium paid.

However, the full premium remains due to the Insurer if you exercise your right of cancellation while a Claim involving the guarantee of the contract has occurred during the 14-day cancellation period. **For any waiver request, you can contact Sam Boat.**