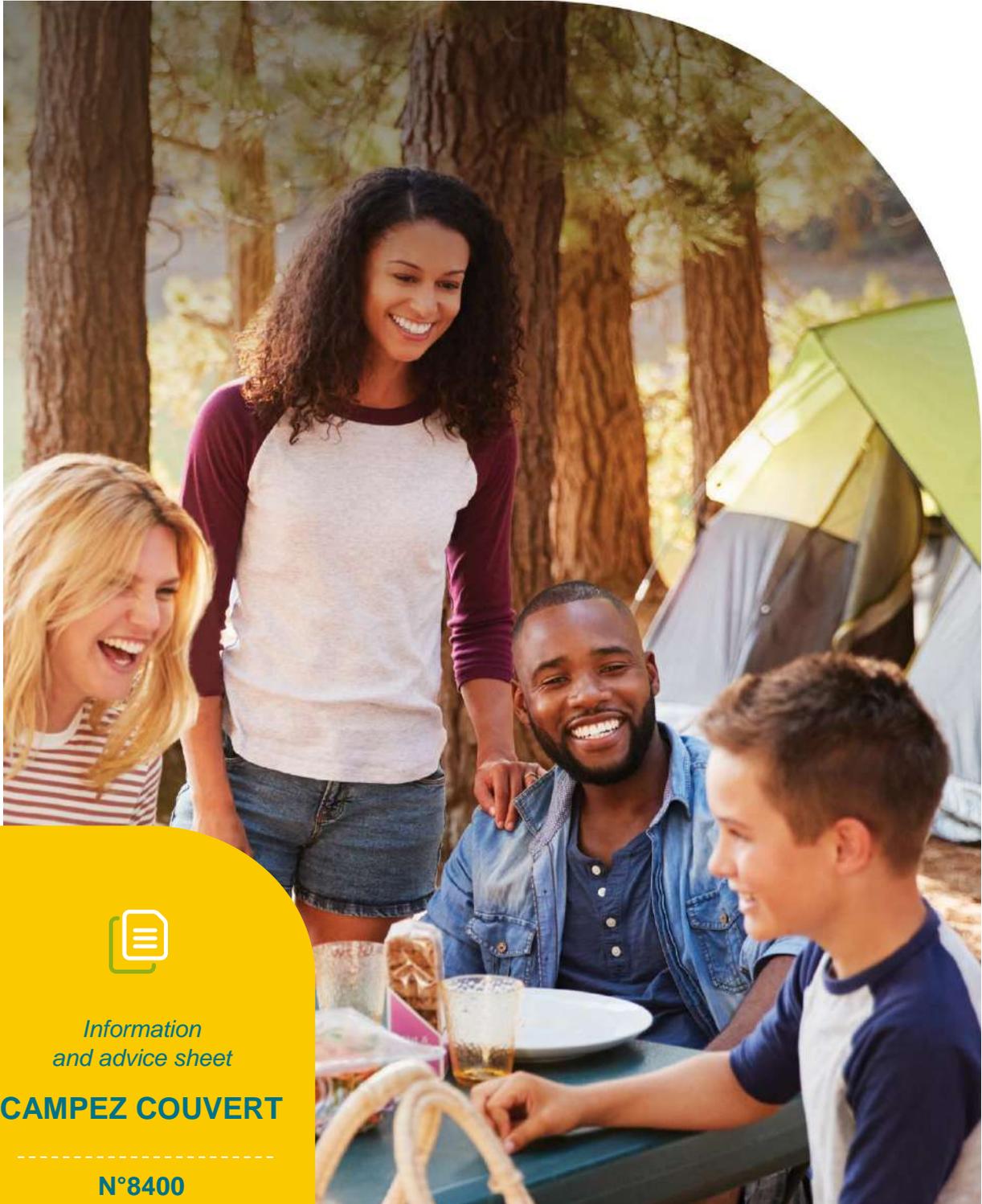


Campez Couvert

by gritchen



*Information
and advice sheet*

CAMPEZ COUVERT

N°8400

Your objective :

You want to cover yourself in the event of unforeseen circumstances forcing you to cancel your planned holiday in an open-air hotel, and also in the event of unforeseen circumstances during your stay?

WHAT DO I NEED TO KNOW ABOUT COVERED CAMPING INSURANCE ?

This insurance is offered in addition to a booking for a stay in an open-air hotel and is designed to protect the booker before the start of the stay: if you are obliged to cancel your stay or if you arrive late, during your stay in the event of interruption.

WHAT DOES CAMPEZ COUVERT COVER ?

→ Reasons for cancellation covered:

The policy covers you in several situations that require you to cancel your holiday:



PERSO
NAL



BUSINE
SS LIFE



HEALT



DAMAGED
VEHICLE OR
HOME

→ Guarantees :

CANCELLATION



Refund of sums retained by the establishment in accordance with its general terms and conditions of sale, if you are obliged to cancel your stay before departure (outward journey) for one of the reasons provided for in the contract.

LATE ARRIVAL



Refund pro rata temporis of the unused period if you take possession of your reservation more than 24 hours late due to one of the events listed in the cancellation guarantee.

INTERRUPTION CHARGES



Reimbursement of unused ground services on a pro rata temporis basis, including any rental cleaning costs, in the event of premature return following the events detailed in the insurance contract.

This document is a non-contractual summary of the guarantees. As the Insurer is only bound by the terms of the insurance contract, you will find the entire contract in the notice attached to this sheet.

The exhaustive description of the scope of cover of the "CAMPEZ COUVERT" insurance, limits of cover, excesses and exclusions are set out in **the enclosed information leaflet**, which has contractual value only and which we invite you to read carefully to read carefully.

➔ **Our advice:**

With your objective in mind, we suggest that you take out the CAMPEZ COUVERT offer, created specifically for stays in open-air hotels, to cover you in the event of unforeseen circumstances affecting your trip.

For the Cancellation Guarantee to be valid, the insurance must be taken out at the same time as booking the stay or before the start of the cancellation fee scale.



WHAT IS THE NOTIFICATION DEADLINE IN THE EVENT OF A COVERED EVENT?

When Insurance cover is involved, the insured must : Notify **Gritchen Affinity** in writing **within 10 working days** of any claim likely to result in coverage.

HOW DO I REPORT A CLAIM?

WWW

For fast, modern management of your cancellation, interruption, late arrival, replacement vehicle or forgotten object requests

Log on to the website :

www.declare.fr

You can send us your supporting documents and track the progress of your case.



For traditional management of your cancellation, interruption, late arrival, replacement vehicle or forgotten object claims

By e-mail: sinistres@campez-couvert.com

This document is a non-contractual summary of the guarantees. As the Insurer is only bound by the terms of the insurance contract, you will find the entire contract in the notice attached to this sheet.

WHO ARE WE?

Gritchen Affinity - Specialist in sports and leisure insurance

SAS with share capital of 10,260 euros, registered in the Bourges Trade and Companies Register under no. 529 150 542, with its registered office at 27 rue Charles Durand - 18000 Bourges. Société de Courtage d'Assurances is subject to supervision by the ACPR, Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 and is registered with the ORIAS under no. 11061317 in the Insurance Broker category (www.orias.fr).

Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code. Subsidiary of Groupe Gritchen Assurances Holding, SAS with capital of 2,312,218.80 euros.

As an independent broker, Gritchen Affinity operates on a non-exclusive basis in accordance with Article L521-2 II b of the French Insurance Code. As an insurance intermediary, we are remunerated on the basis of a commission paid by the insurer and brokerage fees borne directly by the policyholder.

The CAMPEZ COUVERT offer has been negotiated with MUTUAIDE ASSISTANCE, which has been committed for 40 years to providing the best service to deal with everyday contingencies.

YOUR PERSONAL DATA

Gritchen Affinity undertakes, as data controller or when we act as subcontractor within the meaning of the RGPD to:

- Process your data lawfully, fairly and transparently
- Collect only the information required to process your request
- Collect them for specific, explicit and legitimate purposes
- Ensure that your data is accurate and, if necessary, updated
- Keep them only for as long as is necessary for the purpose for which they were collected, as recommended by the CNIL or required by law.
- Guarantee appropriate security using suitable technical and organisational measures".

We use the personal data that you have sent us (including via your booking establishment) as part of our insurance brokerage business to take out, manage and execute the insurance contract and for the commercial management of our customers. It is also used as part of our obligations to combat money laundering and the financing of terrorism, and to combat fraud.

We inform you about how to exercise your rights: you may request access to your personal data, rectification, deletion or restriction of its processing. You also have the right to object to processing and the right to portability of your data.

For further information, please contact our **Compliance Department - Gritchen - 27 rue Charles Durand - 18000 Bourges** or by e-mail: conformite@gritche.fr. In the event of a complaint, you may choose to contact the CNIL. Find full information on the processing of your personal data [here](#)

We would also like to inform you of the existence of the "Bloctel" telephone anti-solicitation list, on which you can register at: <https://www.bloctel.gouv.fr/>

CLAIMS AND MEDIATION

If you have any problems, please contact your usual contact person. If you are not satisfied, you can make a complaint by writing to : **GRITCHEN AFFINITY - Customer complaints department - 27 rue Charles Durand 18000 Bourges** or by email: reclamations@gritche.fr or by logging on to declare.fr

Our complaints department undertakes to deal with your complaint within the following timescales:

- Ten working days from the date the complaint is sent to acknowledge receipt, unless we are able to provide you with a response within this period.
- Two months between the date the complaint is sent and the date of our response.

If, due to the complexity of the situation, we are unable to meet this two-month deadline, we undertake to inform you.

If, after exhausting the remedies available to us, a disagreement persists between us, you may contact the Insurance Mediation officer at the following address: **La Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09 - France**

Your request will be examined in accordance with the Mediation Charter, which can be consulted at the following address: <http://www.mediation-assurance.org/>

If you are taking out the contract as a consumer, you can also use the European Commission's Online Dispute Resolution (ODR) platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

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

Product: CAMPEZ COUVERT INSURANCE

This information document summarises the main product covers and exclusions. It does not take into account your needs and specific requests. Full information on this product can be found in the pre-contractual and contractual documentation.

What type of insurance is it?

Travel Insurance is intended to cover the damage suffered by the insured party before and during the journey and his related expenses. The "Campez couvert" product covers travel cancellation, late arrival, interrupted stay.



What is insured?

The insurance covers have different reimbursement ceilings, which are indicated in the policy.

Insurance covers provided for systematically:

✓ Travel cancellation charges up to €5,000 per person and €30,000 per event.

Covid extension

✓ Late arrival

Reimbursement of accommodation days not used up to €4,000 per rental or pitch with a maximum of €25,000 per event

✓ Interrupted stay charges

Reimbursement of costs of stay already paid and services not used including any costs for cleaning the rental, in the event of premature return up to €4,000 per person and with a maximum of €25,000 per event.



What is not insured?

✗ Cancellation for personal convenience.



Are there exclusions to the cover?

Main exclusions:

- ! Consequences and/or events resulting from a strike, attack or act of terrorism.
- ! Deliberate fault by the insured party.
- ! Illnesses or accidents that have been diagnosed, treated or hospitalised initially between booking the trip and taking out the policy.
- ! Default by the trip organiser or airline or rail company
- ! complication of pregnancy beyond the 32nd week.

Main restrictions:

- ! A sum indicated in the policy can remain payable by the insured party (excess) for the cancellation costs cover.
- ! The late arrival and stay interruption costs apply after one day.



Where am I covered?

- ✓ The insurance covers taken out apply worldwide.



What are my obligations?

On pain of invalidity of the insurance policy or of non-cover:

When taking out the policy:

- Pay the premium (or fraction of premium) indicated in the policy.
- Declare, as per the conditions and set times, any loss likely to involve one of the covers and attach any useful documents in assessing the loss,
- Advise of any covers that may have been taken out for the same risks totally or partially with other insurers and any reimbursement received by the insured party following a loss,
- In the event of a theft, lodge a complaint with the competent authorities and provide the original of this lodgement.



When and how should payments be made?

Premiums are payable to the insurer or its representative when taking out the policy.
Payments can be made by bank card, cheque and bank mandate or transfer.



When does cover start and end?

Start of cover

The "Travel cancellation" cover takes effect on the day on which the policy is taken out.
All other covers take effect on the day of departure on the trip.

End of cover

The "Travel cancellation" cover expires on the day of departure on the trip
All other covers expire on the last day of the trip, with a maximum period of 90 consecutive days.



How can I terminate the policy?

A temporary policy cannot be terminated.
The policy ends at the latest at the end of the trip.

MUTUAIDE ASSISTANCE. 8/14 avenue
des Frères Lumière - F-94368 Bry-sur-
Marne Cedex.

S.A. with a capital of €12,558,240 fully paid.
Governed by the insurance code, Créteil
trade and companies register 383 974 086
– VAT FR 31 3 974 086 000 19.

GENERAL CONDITIONS INSURANCE

Contract **N°8400**



Group insurance contract with optional individual membership taken out through
GRITCHEN AFFINITY, broker/managing agent

Simplified joint stock company with a registered share capital of

10,260 euros, listed in the Bourges Trade and Companies Register under no. 529 150 542 and having its registered office at 27 rue Charles Durand - 18000 Bourges - VAT no.: FR78529150542 - an insurance Broker with no obligation of exclusivity (list of partner insurance companies available on request) subject to supervision by the ACPR, the French Prudential Supervision and Resolution Authority, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, France and registered with ORIAS [the single register of Insurance Banking and Finance Intermediaries in France] in the Insurance Broker category under no. 11061317 (www.orias.fr) - Professional Civil Liability and Financial Indemnity in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code - Subsidiary of GRITCHEN ASSURANCES HOLDING GROUP, a simplified joint stock company with a registered share capital of 2,312,218.80 euros.

With

MUTUAIDE ASSISTANCE

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX, France. A public limited company with a registered share capital of €13,401,270 – A business governed by the French Insurance Code – Subject to the supervision of the French Prudential Supervision and Resolution Authority – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – 383 974 086 RCS Bobigny, France – VAT FR 31 383 974 086.

The purpose of this agreement is to define the conditions of application of the covers by MUTUAIDE ASSISTANCE to beneficiary members of the collective policy.

When insurance covers are at stake, the insured must:

- ▶ **Give Gritchen Affinity written notice** of any claim likely to result in a request for payment within ten working days (this is reduced to two working days in case of theft).

These time periods start to run when the insured becomes aware of a claim that could bring the cover into play. After this period, the insured forfeits any right to indemnity if the delay has caused a loss to the Company.

- ▶ **Advise Gritchen Affinity** of your own accord of any covers taken out with other insurers for the same risk.



For fast, up-to-the-minute handling of your cancellation, interruption, late arrival

- ▶ **Go to website : www.declare.fr**

You can send your supporting documents and monitor the progress of your file.



For traditional handling of your cancellation, interruption, late arrival

- ▶ **By e-mail: sinistres@campez-couvert.com**

ou

- ▶ **By post: Gritchen Affinity Sinistre - Campez couvert**
27 Rue Charles Durand – CS70139
18021 Bourges Cedex

SCHEDULE OF COVER

COVERS	AMOUNTS
 CANCELLATION FEES	According to the conditions of the cancellation charges scale Maximum €5,000 per person and €30,000 per event No excess for medical reason Deductible for other reasons: Unless otherwise stated, €15 per rental
 LATE ARRIVAL	Reimbursement of unused land services on a pro rata temporis basis of the rental with a maximum €4,000 per rental or camping space and one full tank per event of €25,000
 INTERRUPTED STAY FEES	Reimbursement of unused land services on a pro rata temporis basis including any cost of cleaning the rental in the event of early return Maximum €4,000 per person and €25,000 per event

COVERS	TAKES EFFECT	COVER EXPIRES
CANCELLATION FEES, MODIFICATION CHARGE AND LATE ARRIVAL	The date on which this contract was signed	The day the holiday begins
INTERRUPTED STAY FEES	The day of arrival at the place of stay	The day of departure

DEADLINE FOR TAKING OUT POLICY

For the **Cancellation cover** to be valid, this policy should be taken out when booking the trip or before the cancellation charges scale commences.

We remind you that insurance is optional and is not a condition of purchasing a holiday.

CANCELLATION FEES

1. WHAT WE COVER

We reimburse down payments or all sums retained by the trip organiser (minus any excess stated in the Schedule of Cover) and invoiced in accordance with the general terms and conditions of sale thereof (excluding administrative costs, visa expenses, the insurance premium and all taxes), up to the maximum amount covered for your stay as set out in the Schedule of cover, when you have to cancel your trip before you leave (on the outward journey) in the circumstances provided for below.

2. WHEN DO WE INTERVENE ?

We intervene when an insured person who make the booking is obliged to cancel their stay due to the occurrence of one of the incidents listed below, to the exclusion of all others, which incident(s) makes it impossible to participate in the trip that was booked:

▶ **Serious illness (including serious illness following an epidemic or pandemic), serious physical injury or death of:**

- ▷ yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your guardian or any person who ordinarily lives with you,
- ▷ your brothers and sisters, including the children of the spouse or live-in partner of one of you direct ascendants, brothers and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
- ▷ your professional replacement named when the booking was made, the person named when the policy was taken out as responsible, during your trip, for looking after or accompanying your underage children on holiday, or a person with disabilities who lives with you, subject to hospitalisation of more than 48 hours, or death.

In the event of serious illness requiring psychological or psychotherapeutic treatment, including nervous breakdowns, we will only be able to intervene if the illness concerns you, your spouse or de facto spouse, your direct descendants and has given rise to a hospitalisation of at least 3 days at the time of cancellation of the stay.

The consequences and after-effects of Serious Physical Injury or aggravation of a Serious Illness are also covered, if the accident or illness was identified before you booked your stay. In that case, it is your responsibility to establish that the consequences, after-effects or aggravation occurred after your booking.

▶ **Death of your uncle, aunt, nephews and nieces, the death of the father or mother of your children**

▶ **If you are denied boarding at an airport, railway station or harbour following a temperature check** organised by the health authorities in the country of departure or a the transport company with whom you are travelling.
(A supporting document issued by the transport company that refused boarding, or by the health authorities, must be sent to us; indemnification will not be possible if this document is not provided).

▶ **No Covid 19 vaccination**

- ▷ when, at the time of taking out this policy, the destination country did not require vaccination against Covid 19 for entry into its territory, but does on the day of your departure:
- ▷ and you are not within the specified timeframe to be able to receive the required vaccination before your travel date,
- ▷ or you are not able to receive the vaccination due to a medical contra- indication.

▶ **Pregnancy complications up to the 32nd week :**

▷ Which cause total stoppage of any professional or other activity
or,

▷ If the nature of the travel itself is incompatible with pregnancy, provided that you were unaware that you were pregnant at the time you took out your insurance policy.

▶ **Contra-indication to vaccination, vaccination after-effects** or a medical inability to take the preventive treatment required for the destination chosen for your stay.

▶ **You are unable to receive essential dialysis treatment at the location of the insured stay during the period of the holiday**, provided you can demonstrate that you asked the appropriate local centre before booking your stay.

It is your responsibility to establish the reality of the situation giving rise to the right to our services, and 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.

▶ **Redundancy**; if you, your spouse or your de facto spouse are made redundant, provided that the redundancy procedure had not been initiated at the time the policy was taken out, or that you were not aware of the procedure at the time the policy was taken out

▶ **Summons before a court**, in the following cases only:

▷ Jury duty or criminal court witness,
▷ Nominated subject expert,

Provided that you are summonsed on a date coinciding with the duration of your stay.

▶ **Appointment for the adoption of a child**, provided that you are summoned on a date coinciding with the period of stay and that the appointment was not known at the time of signing the Contract.

▶ **Compulsory and non-deferrable appointment of yourself or your legal spouse for medically assisted reproduction** during your insured stay, provided that the appointment was not known at the time the stay was booked.

▶ **Summons with a view to adopting a child** provided that you are summonsed on a date coinciding with the duration of your stay and provided that you did not know about the summons when the Policy was taken out.

▶ Convocation to re-sit an exam (higher- education only) following a failure that was not known about when the reservation was made or the policy was taken out, provided that the exam in question is scheduled during the insured stay.

▶ Notice of an organ transplant sent to you or your legal or de facto spouse or one of your first- degree ascendants or descendants.

▶ Theft of or serious damage to your caravan or camping car, which is essential for the stay booked, and which was not known about at the time the insurance policy was taken out and which makes your initially-planned stay impossible.

▶ Serious fire, explosion or water damage, or serious damage caused by the forces of nature at your business or private premises, where your presence is required without fail to take the necessary protective measures

▶ Theft at your professional or private premises, that requires your presence without fail on the day of departure, provided that the theft occurred within 48 hours of the start of the stay.

▶ Serious damage to your vehicle that occurred within 96 working hours before the first day of the stay, and where the vehicle has been immobilised and cannot therefore be used to transport you to the location of your stay.

▶ An impediment to you reaching the location of your stay by road, rail, air or sea on the day your stay starts, due to:

▷ Roadblocks or barricades ordered by the State or a local authority,

▷ Flooding or a natural event that obstructs traffic and is notified by the competent authority,

▷ Traffic accident during the journey to get the location of your planned stay, where the damage immobilises the vehicle, as stated in the report by the adjuster.

▶ **Getting a job** as an employee with a contract **of six months or more** that starts before or during the planned dates of your stay, if you were registered with a job search agency the day you booked your stay (proof of registration will be requested) and provided this is not a contract extension or renewal nor an assignment given you by a temporary employment agency.

▶ Separation of a married couple, civil partners or cohabiting partners, provided that the separation occurred after the holiday was booked and upon presentation of an official document (divorce proceedings, termination of civil partnership, any document certifying the end of cohabitation, bills in both names, joint bank accounts, etc.).

▶ Theft of your identity card, driving licence or passport within the five working days prior to your departure, which prevents you from satisfying the mandatory checks by the competent authorities for you to reach the location of your stay.

Excess of 25% of the claim amount with a minimum of 15 euros

▶ Refusal, cancellation or modification to your paid holiday dates or those of your de facto or legal spouse, imposed by your employer for legitimate reason or exceptional circumstances. The document issued by the employer will be requested. This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. Additionally, this cover does not apply in the event of a change of employment.

Excess of 25% of the claim amount with a minimum of 15 euros

▶ Professional impediment for company directors, self-employed, artisans and entertainers due to exceptional circumstances constituting an immediate, real and serious obstacle to your departure. It is up to the professional to justify:

▷ the exceptional nature of the impediment by establishing that the circumstance causing it to be prevented is sudden, unforeseeable and beyond its control, and

▷ of a real and serious nature by establishing that the continuity of his/her professional activity is in jeopardy, even though he/she had taken the necessary steps before his/her departure.

Deductible of 25% of the amount of the claim with a minimum of 15 euros.

▶ Change of job requiring you to move house, imposed by your line or senior management and which you have not requested, provided the change was unknown when the policy was taken out. This cover is provided to salaried employees, excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry.

Excess of 25% of the claim amount with a minimum of 15 euros

- ▶ Visa refused by the authorities of the destination country provided that no prior application was refused by those authorities for the same country. The documentary proof issued by the embassy will be required.
- ▶ Cancellation of a sporting or cultural event scheduled during your stay, for which you had registered before making your booking. The cancellation of the event must be directly linked to the cancellation of your stay. Proof of registration for the event and proof of its cancellation will be required.
- ▶ A serious accident, serious illness or death of your dog or cat usually living with you, occurring less than one month before the start of the holiday. To be covered, the accident or illness must give rise to treatment and prevent the animal from being taken out of the home. Veterinary proof will be required.
- ▶ Cancellation by one of the people travelling with you (maximum 9 people) who booked at the same time as you and are insured under the same policy, where the cancellation is due to one of causes listed above. If the insured parties wish to travel alone without the cancelling parties (who have cancelled for a reason covered by the policy), we will reimburse we will reimburse the pro rata share of the stay between the number of people initially planned and the actual number of people.

3. WHAT WE EXCLUDE

Cancellation cover does not include the impossibility of leaving linked to border closures or the physical organisation, accommodation conditions or safety of the destination location.

Besides the exclusions set out in the section "WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVER?", the following are also excluded:

- ▶ Any incident, illness or accident that you have already notified us about and/or made a claim for, any recurrence, aggravation or hospitalisation between the date of purchase of the stay and the date the insurance policy was taken out,
- ▶ Any circumstance that is merely detrimental to your enjoyment,
- ▶ Pregnancy, and in all circumstances, voluntary termination of pregnancy, childbirth, in vitro fertilisation and any consequences, together with any complications arising as a consequence of pregnancy past the 32nd week,
- ▶ Forgetting to be vaccinated,
- ▶ A failure of any kind by the carrier, including financial default, that results in the carrier not being able to fulfil its contractual obligations,
- ▶ Too little or too much snow,
- ▶ A failure of any kind by the carrier, including financial default, that results in the carrier not being able to fulfil its contractual obligations,
- ▶ Any medical incident of a mental, psychological or psychiatric nature that has not given rise to hospitalisation for more than three consecutive days after this Policy was taken out,
- ▶ Pollution, the local health situation and/or natural disasters covered by the procedure referred to in Law 82.600 of 13 July 1982 and any consequences thereof, and/or meteorological or climate events
- ▶ The consequences of criminal proceedings against you,

- ▶ Any other incident that occurs between the date upon which the insurance policy was taken out and the date of departure of your trip,
- ▶ Any incident that occurs between the date upon which the stay was booked and the date upon which the insurance policy was taken out.
- ▶ The absence of any hazard,
- ▶ An intentional act or one punishable by under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance referred to in the French Code of Public Health, medication and treatments not prescribed by a doctor,
- ▶ The mere fact that the geographical destination of the trip is not recommended by the Ministry of Foreign Affairs of the insured person(s)' country,
- ▶ Any act of negligence by you,
- ▶ Any incident for which the trip organiser may be responsible or liable under the Code of Tourism Code in force,
- ▶ Failure to present, for any reason whatsoever, any documents essential to the stay, such as a passport, driving licence, identity card, visa, travel documents and/or vaccination records except in the event of theft thereof within the 48 hours preceding departure

4. HOW MUCH DO WE CONTRIBUTE ?

We cover the amount of the cancellation fees incurred on the day of the incident that could trigger your cover, accordance with the General Terms and Conditions of Sale of the trip organiser, with a maximum and an excess as indicated in the Schedule of Cover.

The indemnity will not, under any circumstances, exceed the amount of the insured stay as set out on the insurance certificate.

The cost of the insurance policy is never refundable.

5. WHEN DO YOU HAVE TO SUBMIT YOUR CLAIM ?

1/ Medical reasons: you must make your claim **as soon as it is established, and have a competent medical authority certify that your state of health is serious enough to contraindicate your trip.**

If your cancellation is subsequent to such a contraindication to travel, our reimbursement will be limited to the cancellation fees applicable on the date of the contra-indication (calculated on the basis of the trip organiser's scale of charges).

For any other reason for cancellation: you must make your claim as soon as you become aware of the incident that could trigger cover under your policy.. If your cancellation is subsequent to such a contraindication to travel, our reimbursement will be limited to the cancellation fees applicable on the date of that contra-indication (calculated on the basis of the trip organiser's scale of charges).

2/ Furthermore, you must notify us within 5 working days following the event giving rise to the cover if the incident has not been declared to us directly by the travel agent or the organiser.

6. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

Your must be accompanied by:

- ▶ In the event of illness or accident, a medical certificate stipulating the origin, nature, severity and expected consequences of the illness or accident,
- ▶ In the event of death, a death certificate and the civil status form,
- ▶ In other cases, any documentary proof.

You should let us have the medical details and documents needed to process for your claim file, using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the claim and the medical questionnaire to be filled in by your doctor.

If you do not have these documents or information, you should procure them from your doctor and send them to us using the above-mentioned pre-printed envelope.

You should also send us, using the envelope pre- printed with the name of the medical examiner, any information or documents requested to prove the reason for your cancellation, in particular:

- ▶ All photocopies of prescriptions for medicines, tests or examinations together with any documents proving that such prescriptions have been filled or performed, in particular the social security forms showing the medical stickers for the drugs prescribed,
- ▶ Statements from Social Security or similar bodies concerning reimbursement of treatment costs and payment of daily indemnities,
- ▶ The original of the paid invoice for the amount you were bound to pay to the organiser or that the organiser retains,
- ▶ The number of your insurance policy,
- ▶ the registration form issued by the travel agent or organiser,
- ▶ in the event of an accident, you must specify its causes and circumstances and provide us with the names and addresses of those responsible, and, where applicable, of witnesses.
- ▶ If you are denied boarding: a supporting document issued by the carrier that denied you boarding, or by the health authorities; no indemnity will be possible when this document is not provided).
- ▶ and any other necessary document.

Furthermore, it is expressly agreed that you accept in advance the principle of examination by our medical examiner. Therefore, if you oppose such examination without legitimate reason, you will lose your rights to the cover. You should notify your claim to us at:

Gritchen Affinity 27 Rue Charles Durand – CS70139 18021 Bourges Cedex France

LATE ARRIVAL

1. WHAT WE COVER

We cover you for reimbursement on a pro rata temporis basis of the unused period following late entry availability by **more than 24 hours** of the rented accommodation or hotel room as a consequence of one of the events listed in the cancellation cover. This cover cannot be combined with cancellation cover.

2. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

You have to:

- ▶ Send the Insurer all **the documents necessary** to constitute the file and thus prove the validity and the amount of the complaint.

In all circumstances, you will be asked systematically to provide the original of the organiser's detailed invoices showing the land and transport services. If the medical details needed to process the file are not disclosed to our medical examiner, it may not be settled.

You should notify your claim to us at: **Gritchen Affinity 27 Rue Charles Durand – CS70139 18021 Bourges Cedex France**

INTERRUPTED STAY FEES

1. WHAT WE COVER

If you have to interrupt the stay covered by this policy, we undertake to reimburse the unused «open-air accommodations» (excluding file costs, insurance premium and all taxes) together with any costs for cleaning the rental, which you cannot ask the service provider to reimburse, replace or offset should you be forced to leave and return the rented pitch to the hotelier due to:

- ▶ **Serious illness or accident or death of yourself**, your legal or de facto spouse, your ascendants or descendants to the 2nd degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, the person accompanying you during your stay and identified by name and insured under this policy.
- ▶ **Serious illness or accident or death of your professional replacement** and name when the policy was taken out, the person responsible during your stay for looking after your underage children or any disabled person of whom you are the legal guardian and who lives under the same roof as you, whether you are the legal guardian.
- ▶ **Serious damage from fire, explosion or water or caused by the forces of nature** at your business or private premises, where your presence is required without fail to take the necessary precautionary measures.
- ▶ **Theft** in your business or private premises provided that it is significant enough to require your presence.

2. WHAT WE EXCLUDE

In addition to the exclusions appearing in the section «Which general exclusions apply to all of our covers?», we do not cover interruptions following:

- ▶ **cosmetic treatment, health cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;**
- ▶ **depressive, mental or psychological illness without hospitalisation of less than three days;**
- ▶ **epidemics or pandemics.**

3. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM ?

You have to:

- ▶ Send the Insurer all the documents necessary to constitute the file and thus prove the validity and the amount of the complaint.

In all circumstances, you will be asked systematically to provide the original of the travel operator's detailed invoices showing the land and transport services. If the medical details needed to process the file are not disclosed to our medical examiner, it may not be settled. You should notify your claim to us at: **Gritchen Affinity 27 Rue Charles Durand – CS70139 18021 Bourges Cedex France**

GENERAL PROVISIONS

Like any insurance policy, this one comprises mutual rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set forth in the following pages. This is a collective damage insurance policy taken out by Gritchen Affinity with MUTUAIDE ASSISTANCE with optional membership.

Appendix to Article A. 112-1

Advice on exercising your right to a waiver as provided for under Article L. 112-10 of the French Insurance Code.

You have the right to cancel this contract within thirty calendar days of signing it, without incurring any costs or penalties. However, if you are offered one or more insurance premiums, such that you do not have to pay a premium for one or more months at the start of the contract, this period only begins from the date of payment of all or part of the first premium.

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

- 1° You have taken out this contract for non-professional purposes;**
- 2° This contract is in addition to the purchase of a good or service sold by a supplier;**
- 3° The contract you wish to withdraw from has not been fully performed;**
- 4° You have not made any claims covered by this contract.**

In this situation, you may exercise your right to cancel this contract by letter or any other durable medium addressed to the insurer of the contract.

The insurer is required to refund the premium paid within thirty days of your cancellation.

Furthermore, to avoid multiple insurance coverage, you are advised to check that you are not already covered for any of the risks covered by the contract you have taken out.

Additional information :

The cancellation letter (suggested template below) to exercise this right must be sent by letter or any other lasting medium to Gritchen Affinity - 27 rue Charles Durand - CS70139 - F-18021 Bourges: «I, the undersigned, Mr/Mrs/Ms.....residing at hereby cancel my policy no..... taken out with MUTUAIDE ASSISTANCE in accordance with Article L 112-10 of the French Insurance Code. I hereby certify that on the date of sending this letter, I am unaware of any claim bring a cover under the policy into play.».

Consequences of cancellation:

Exercising your right to cancel within the period stated in the above box will result in the policy being cancelled as of the date of receipt of the letter or any other durable medium. Once you become aware of a claim covered by the policy, you can no longer exercise this right to cancel. In the event of cancellation, you are only liable to pay the part of the premium or contribution for the period during which the risk was covered, with this period being calculated up to the cancellation date. The full premium or contribution will, however, be payable to the insurance company if you exercise your cancellation right when a claim of which you were unaware occurs, thereby bringing the policy cover into play during the cancellation period.

PROVISIONS COMMON TO ALL COVERS

DEFINITIONS AND SCOPE OF APPLICATION

We, the Insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza – CS 20010 – F-93196 Noisy-le-Grand Cedex – S.A. with a capital of €12,558,240 fully paid – Company governed by the French Insurance Code RCS 383 974 086 Bobigny – VAT FR 31 3 974 086 000 19.

Attack

Any act of violence consisting of a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order by intimidation and terror and which is the subject of media coverage.

This “attack” will have to be recognised by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider it as one and the same coordinated action, this event will be considered as one and the same event.

Basic necessities

Clothing and toiletry effects allowing you to deal temporarily with the unavailability of your personal effects.

Claim

Random event of a nature to trigger the cover of this policy.

COM

COM refers to the Overseas Collectivities, namely French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint-Barthelemy.

Domicile

For Assistance and Insurance covers, domicile is considered as the main and usual place of residence in France, in the French overseas departments and territories or sui generis communities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

DOM-ROM, COM and sui generis communities

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

DROM

DROM refers to the Overseas Departments and Regions, namely Guadeloupe, Martinique, Guyana, Reunion and Mayotte.

Duration of covers

- The "Cancellation" cover takes effect on the day on which the insurance policy is taken out and expires on the day of your departure on the trip.
- The duration of validity of all other covers corresponds to the dates of stay indicated on the invoice issued by the trip organiser with a maximum duration of 90 consecutive days.

Epidemic

An abnormally high occurrence of a disease in a given period of time and in a given region.

Europe

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

European Economic Area (EEA)

Germany, Austria, Belgium, Bulgaria, Cyprus, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden.

Events covered for insurance

- ▶ Cancellation
- ▶ Late arrival
- ▶ Interruption of stay

Excess

Portion of the claim left to be paid by the Insured provided for in the policy in the event of indemnity following a claim. The excess can be expressed as an amount, percentage, in days, hours, or kilometers.

Family members

Your de facto or legal spouse or any person bound to you by a PACS, your ascendants or descendants or those of your spouse, your father- and mother-in law, brothers, sisters, including the children of the spouse or live-in partner of one of your direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the policy.

Foreign

Any country outside your home country.

Illness

Sudden unforeseeable decline in health noted by a competent medical authority.

Injury

Sudden decline in health resulting from the sudden action of an unintentional external cause on the part of the victim noted by a competent medical authority.

Invalidity

Any fraud, falsification, false statement or false testimony that could give rise to the covers provided for in the agreement, make our commitments null and void and forfeit the rights specified in said agreement.

Insured beneficiaries

Natural person or groups duly insured under this policy and hereinafter referred to as "you". For Assistance and Insurance covers, these people must reside in France, in the French overseas departments and territories or sui generis communities or in Europe.

Insured stay

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

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and insured under the same specific 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, indemnity is reduced and adjusted in proportion to the number of victims.

Medium-haul

"Medium-haul" refers to travel to Europe and the Maghreb countries.

Natural disaster

Abnormal intensity of a natural agent not resulting from human intervention. Phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, that has caused the abnormal intensity of a natural agent and is recognised as such by the public authorities.

Pandemic

An epidemic that spreads over a wide area, crossing borders and defined as a pandemic by the World Health Organisation (WHO) and/or by the competent local authorities of the country where the claim occurred.

Precious items

Pearls, jewelry, watches, worn furs, as well as any sound and/or image reproduction device and their accessories, hunting rifles, fishing equipment, laptop computers.

Security deposit

Financial guarantee retained by the Campsite in the event of damage to the rented property or loss of equipment. The amount is defined in the rental contract.

Serious bodily injury

Sudden and unforeseeable decline in health, due to an external cause and unintentional on the part of the victim, noted by a competent medical authority leading to the issuance of a prescription for medication to the patient and involving the cessation of all professional or other activity.

Serious illness

Sudden and unforeseeable decline in health noted by a competent medical authority leading to the issuance of treatment prescription to the patient and involving the cessation of all professional or other activity.

Territoriality

Worldwide.

We organise

We take the necessary steps to give you access to the service.

We pay for

We pay for the service.

WHAT IS THE GEOGRAPHICAL SCOPE OF THE POLICY?

The covers and/or services taken out under this policy apply worldwide.

WHAT IS THE TERM OF THE POLICY?

The term of validity corresponds to the duration of the services sold by the trip organiser. Under no circumstances can the cover last more than three months from the day of departure.

The "CANCELLATION" cover takes effect when this policy is taken out and it expires on the day of departure on the trip (outward journey).

The other covers take effect on the scheduled day of departure and expire on the scheduled day of return.

FIGHTING FRAUD

An insurance policy cannot produce a profit for the insured; it only guarantees compensation for actual losses.

If you commit fraud, falsify or misrepresent the nature, causes, circumstances or consequences of a Claim, or if you knowingly use inaccurate documents or fraudulent means, you will forfeit any right to cover for the Claim in question.

WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS ?

We cannot intervene when your requests for covers or services are the consequence of damage resulting from:

- ▶ Services which have not been requested during the trip or which have not been organised by us, or in agreement with us, do not give the right, subsequently, to a refund or indemnity,
- ▶ Dining and hotel expenses, except those specified in the description of covers,
- ▶ Damage intentionally caused by the Insured and damage resulting from his participation in a crime, an offence or an altercation, except in the case of self-defence,
- ▶ The amount of convictions and their consequences,
- ▶ The use of narcotics or drugs not prescribed medically,
- ▶ The state of alcoholic intoxication,
- ▶ Customs duties,
- ▶ Participation as a competitor in a competitive sport or a rally giving the right to 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 professional practice of any sport,
- ▶ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion machine,
- ▶ The consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,
- ▶ Expenses incurred after the return trip or expiry of the cover,
- ▶ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motorised vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ▶ Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ▶ Official prohibitions, seizures or constraints by the public authorities,
- ▶ Use by the Insured of air navigation instruments,
- ▶ The use of war devices, explosives and firearms,
- ▶ Damage resulting from wilful or intentional misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,

- ▶ **Suicide and attempted suicide,**
- ▶ **Epidemics and pandemics unless otherwise stipulated in the policy, pollution, natural disasters,**
- ▶ **Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,**
- ▶ **Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.**
- ▶ **Absence of hazards Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous or force majeure event, as well as their consequences.**

OPERATING RULES FOR ASSISTANCE SERVICES

Only the telephone call of the Insured at the time of the event permits implementation of assistance services. Upon receipt of the call, MUTUAIDE ASSISTANCE, after having verified the rights of the requester, organises and pays for the services provided for in this agreement. To benefit from a service, MUTUAIDE ASSISTANCE may ask the Insured to justify the status he invokes and to produce, at his expense, the items and documents proving this right. The Insured must allow our doctors access to any medical information concerning the person for whom we are intervening. This information will be processed in accordance with medical confidentiality.

MUTUAIDE ASSISTANCE can in no way replace the local emergency relief organisations and intervene within the limits of the agreements given by the local authorities, nor cover the costs thus incurred, with the exception of the costs of transport by ambulance or by taxi to the nearest place where appropriate care can be provided, in the event of mild illness or minor injuries that do not require repatriation or medical transport.

The interventions that MUTUAIDE ASSISTANCE is required to perform are conducted in full compliance with national and international laws and regulations. They are, therefore, reliant on obtaining the necessary authorisations from the competent authorities.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured, this person must return the ticket initially planned and unused.

MUTUAIDE ASSISTANCE decides on the nature of the air ticketing made available to the Insured according to the possibilities offered by the airlines and the duration of the journey.

CONDITIONS OF REIMBURSEMENT

MUTUAIDE ASSISTANCE
Claim Management Department
126, rue de la Piazza
F-93196 NOISY LE GRAND CEDEX

We can only refund the Insured up on presentation of original paid invoices corresponding to costs incurred with our approval. Refund requests must be sent to:

HANDLING OF COMPLAINTS

1. In case of disagreement or dissatisfaction with the implementation of your policy, please let MUTUAIDE know

by calling **+33 (0)1 45 16 85 42** or by writing to **voyage@mutuaide.fr** for the Assistance covers listed below:

- ▶ **Repatriation or medical transport**
- ▶ **Extension of stay**
- ▶ **Hotel expenses**
- ▶ **Repatriation of remains**
- ▶ **Medical expenses outside country of residence**
- ▶ **Transmission of urgent messages**

If you are not satisfied with the answer you receive, you can write to:

**MUTUAIDE
CUSTOMER QUALITY DEPARTMENT
126, rue de la Piazza
F-93196 NOISY LE GRAND CEDEX**

MUTUAIDE undertakes to acknowledge receipt of your letter within ten working days. It will be processed within two months at most. If the disagreement persists, you may refer the matter for Insurance Mediation by writing to :

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

2. In the event of disagreement or dissatisfaction with the implementation of your policy, please contact GRITCHEN AFFINITY by writing to :

**GRITCHEN AFFINITY
Complaints Department
27 rue Charles Durand,
F- 18000 BOURGES**

or by e-mail : **reclamations@gritchen.fr** for the Insurance covers listed below:

- ▶ **Cancellation**
- ▶ **Modification charge**
- ▶ **Interruption**
- ▶ **Late arrival**
- ▶ **Replacement vehicle**
- ▶ **Forgotten item**
- ▶ **Veterinary care costs**
- ▶ **Security deposit protection**

If you are not satisfied with the answer you receive, you can write to :

**MUTUAIDE
INSURANCE DEPARTMENT
TSA 20296
F-94368 BRY SUR MARNE CEDEX**

MUTUAIDE undertakes to acknowledge receipt of your letter within ten working days. It will be processed within two months at most.

If the disagreement persists, you may refer the matter for Insurance Mediation by writing to:

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

The Insurance Mediation service is not competent to render decisions on policies taken out to cover professional risks.

DATA COLLECTION

The Insured acknowledges being informed that the Insurer processes his personal data in accordance with regulations relative to the protection of personal data in effect and that, moreover:

- ▶ the answers to the questions asked are mandatory and that in the event of false statements or omissions, the consequences for him may be invalidity of the policy taken out (Article L 113-8 of the French Insurance Code) or the reduction of indemnities (Article L 113-9 of the French Insurance Code),
- ▶ The processing of personal data is necessary for acceptance and execution of his policy and covers, the management of commercial and contractual relationships and the performance of legal, regulatory or administrative provisions in effect.
- ▶ The data collected and processed are kept for the period necessary for execution of the policy or the legal obligation. This data are then archived in accordance with the durations specified by the provisions relative to time limits.
- ▶ The recipients of his personal data are, within the limits of their powers, the services of the Insurer in charge of signature, management and execution of the Insurance Policy and covers, its delegates, agents, partners, sub-contractors and reinsurers, within the framework of their duties. They can also be sent, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators. Information concerning him may also be transmitted to the Underwriter, as well as to all persons accredited as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorised to receive it as well as departments in charge of control such as statutory auditors, auditors and departments in charge of internal control).
- ▶ In its capacity as a financial organisation, the Insurer is subject to the legal obligations resulting mainly from the French Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors policies, which may culminate in the drafting of a statement of suspicion or a measure of freezing of assets. The data and documents concerning the Insured are kept for a period of five (5) years from the end of the policy or termination of the relationship.
- ▶ His personal information may also be used within the framework of processing to fight against insurance fraud, which may lead, if applicable, to registration on a list of persons presenting a risk of fraud. This registration may have the effect of extending examination of his file, or even the reduction or refusal of the benefit of a right, benefit, policy or service offered. In this context, personal data concerning him (or concerning persons or parties who are interested in 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. These data may also be intended for the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officials, ministerial officers; third-party organisations authorised by a legal provision and, if applicable, victims of acts of fraud or their representatives). In the event of a fraud alert, the data are kept for a maximum of six (6) months to qualify the alert and then deleted, unless

the alert is relevant. In the event of a relevant alert, the data are kept for up to five (5) years following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods. Data of people registered on a list of suspected fraudsters are deleted after five years from being registered on this list.

- ▶ In its capacity as insurer, it is entitled to process data relative to violations, condemnations and measures of security, either when taking out the insurance policy, or during the period of execution, or within the framework of handling litigation.
- ▶ Personal data may be used by the Insurer for his processing operations with the purpose of research and development to improve the quality or relevance of its future insurance or assistance products and service offers
- ▶ His personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- ▶ By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the policy or when he consented to the use of these data. He has the right to provide instructions on what becomes of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative: - by e-mail: at **DRPO@MUTUAIDE.fr**

or

- by post: by writing to the following address: **Data Protection Representative - MUTUAIDE ASSISTANCE - 126 rue de la Piazza - F-93196**

Noisy le Grand. Having made a request to the Data Protection Representative without receiving satisfaction, he can contact the CNIL (French Data Protection Agency).

SUBROGATION

MUTUAIDE ASSISTANCE is subrogated, for the amount of the indemnities paid and the services provided by it, in the rights and actions of the Insured, against any person responsible for the facts which justified its involvement. When the services provided in execution of the agreement are fully or partially covered by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured against this company or this institution.

TIME LIMIT

In application of Article L 114-1 of the French Insurance Code, any action resulting from this policy is time-barred two years after the event giving rise to it. This period is extended to ten years for death covers, with the actions of beneficiaries being time-barred at the latest thirty years after this event. However, this period only runs:

- ▶ in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- ▶ in the event of a claim, from the day that the concerned parties became aware of it, if they prove that they were unaware of it until then.

When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day that this third party brought legal action against the Insured or was indemnified by it.

This time limit 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 party against whom the time limit was reached (Article 2240 of the French Civil Code);
- ▶ legal action, even in summary proceedings, until termination of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is cancelled out by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the requester withdraws his request or allows the procedure to expire, or if his request is definitively rejected (Article 2243 of the French Civil Code);
- ▶ a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the French Civil Code).

It is recalled that:

- ▶ Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.
- ▶ However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage, if the obligation can be split. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.
- ▶ To interrupt the time limit period for the whole debt, with regard to the other co-debtors, it is necessary to notify all the heirs of the deceased debtor or to recognise of all these heirs (Article 2245 of the French Civil Code).
- ▶ Notification made to the principal debtor or his recognition interrupts the time limit against the guarantor (Article 2246 of the Civil Code).

The time limit can also be interrupted by:

- ▶ the appointment of an adjuster following a claim; • sending a registered letter with acknowledgment of receipt (sent by the Insurer to the Insured regarding the action for payment of the premium and sent by the Insured to the Insurer regarding settlement of the claim indemnity).

SETTLEMENT OF DISPUTES

Any difference arising between the Insurer and the Insured relative to determination and payment of benefits will be submitted by the first party to take action, failing amicable resolution, to the competent court at the domicile of the Insured, in accordance with the provisions of Article R 114-1 of the French Insurance Code.

FALSE STATEMENTS

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

- ▶ Any reluctance or intentionally false declaration on your part will render the policy null and void. We shall retain any 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 statement by you for which bad faith is not established results in the termination of the policy ten days after the notification is sent to you by registered letter and/or the application of the reduction in indemnities of the French Insurance Code, as indicated in Article L.113.9.

REGULATORY AUTHORITY

The authority responsible for overseeing MUTUAIDE ASSISTANCE is the **Autorité de Contrôle Prudentiel et de Résolution (ACPR)**

4 place de Budapest – CS 92 459 – F-75436 Paris Cedex 9.