

Terms and Conditions  
**CANCELLATION & TRIP INTERRUPTION**

## TERMS AND CONDITIONS

COVER	AMOUNTS
<b>CANCELLATION COSTS</b> According to the conditions of the cancellation fee schedule	<b>Max. €5,000 per person</b> and max. €30,000 per event
<b>LATE ARRIVAL</b> Refund of unused land services pro rata temporis of the rental	<b>maximum of €4,000 per rental or pitch</b> and a maximum of €25,000 per event
<b>TRIP INTERRUPTION COSTS</b> Refund of unused land services pro rata temporis including any rental cleaning costs, in case of early return	<b>Max. €4,000 per person</b> and max. €25,000 per event

EFFECTIVE DATE	EXPIRY OF COVERAGE
<b>CANCELLATION/LATE ARRIVAL</b> the date this policy was taken out	<b>CANCELLATION/LATE ARRIVAL</b> the departure date – group meeting point (outbound journey)
<b>ADDITIONAL COVER</b> the planned departure date – organiser's meeting point	<b>ADDITIONAL COVER</b> the planned trip return date (group separation point)

The additional cover listed above is applicable for the duration of the trip corresponding to the invoice issued by the organiser with a maximum of 90 days from the trip departure date.

### Subscription period

For the Cancellation cover to apply, this policy will have to be taken out at the same time as booking the trip or before the cancellation fee schedule comes into force.

## HOW DO I MAKE A CLAIM?

When the Insurance cover applies, the insured party must:  
Notify Gritchen Affinity in writing of any claim covered within five working days (time limit shortened to two working days in the case of theft).

These time limits shall run from the knowledge by the insured party of the claim covered.

After this time, the insured party will forfeit any right to compensation if the delay has caused damage to the Company.

Spontaneously declare the cover taken out to Gritchen Affinity on the same risk with other insurers.

### FOR FAST, MODERN MANAGEMENT OF YOUR INSURANCE CLAIMS

Go to the website: [www.campez-couvert.com/sinistre](http://www.campez-couvert.com/sinistre)

You can send us your supporting documents and track the status of your file.

### FOR TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS:

By email: [sinistres@campez-couvert.com](mailto:sinistres@campez-couvert.com)

Or by post: **Gritchen Tolède Associés**  
**Sinistre – Campez Couvert**  
**27 Rue Charles Durand – CS70139**  
**18021 Bourges Cedex (France)**

### WHAT DOES OUR INSURANCE COVER?

We will refund the deposit or any sums kept by the trip organiser, after deducting an excess indicated in schedule of coverage amounts and invoiced according to their Terms and Conditions of Sale (excluding administrative costs, visa costs, insurance premium and any taxes), when you have to cancel your trip before departure (outbound journey).

### WHICH CASES DO WE INTERVENE IN?

The cover provides for the refund to the insured reserving party of the sums actually paid by the latter, non-refundable by the provider according to these Terms and Conditions of Sale up to the amounts set out in the "Schedule of cover", if the insured reserving party has to cancel their trip for one of the reasons listed below, to the exclusion of any other, making it impossible for them to take part in the trip booked:

#### > Serious illness, serious accident or death

**Including a relapse, the worsening of a chronic or pre-existing disease, as well as any consequences, the aftermath of an accident that occurred prior to taking out the policy** in respect of you, your legal or common-law spouse, ascendants or descendants up to the second degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law, your legal guardian or a person usually living under your roof, or the person who accompanied you during your trip mentioned by name and insured by this policy

#### > Serious illness, serious accident or death

**Including a relapse, the worsening of a chronic or pre-existing disease, as well as any consequences, the aftermath of an accident that occurred prior to taking out the policy** in respect of the professional replacing you mentioned by name when taking out the policy, the person responsible for looking after your minor children during your trip, or a disabled person of whom you are the legal guardian living under the same roof as you and of whom you are the legal guardian.

#### > Death

Of your uncle, aunt, nephews and nieces.

#### > Complications due to pregnancy

Of one of the people participating in the trip and insured by this policy.

#### > Contraindication and vaccination complications

Of one of the people participating in the trip and insured by this policy.

#### > Redundancy (for economic reasons)/contractual termination

Of you or your legal or common-law spouse insured by this policy on the condition that the procedure did not commence prior to taking out the policy.

#### > Court summons, only in the following cases:

- Juror or witness,
- Appointment as an expert,

provided that you are summoned on a date coinciding with the trip period.

#### > Summons in preparation of adopting a child

Provided that you are summoned on a date coinciding with the trip period.

#### > Summons to a retake exam

Following a failure not known at the time of booking or taking out the policy (graduate studies only), provided that the exam takes place during the trip.

#### > Serious damage caused by fire, explosion or water damage

Or caused by forces of nature to your business or private premises and requiring your presence to take the necessary precautionary measures.

#### > Theft from business or private premises

Provided that the scale of this theft requires your presence and that the theft occurs in the 48 hours prior to departure.

#### > Serious damage to your vehicle

In the 48 hours prior to departure and to the extent that the latter can only be used to take you to the place where you will be staying.

#### > Getting a job

As an employee for a period of more than 6 months taking effect during the planned trip dates, while you were registered as unemployed and provided that it is not a case of an extension or renewal of a contract, or a job provided by a temporary work company.

#### > Your separation (civil partnership or marriage)

in the event of divorce or separation (civil partnership), provided that the legal proceedings were initiated in the courts after the trip was booked and on presentation of an official document.

**25% excess towards the amount of the claim.**

#### > Cancellation or change to holiday or that of your legal or common-law spouse imposed by your employer

And formally granted by the latter in writing prior to booking the trip, this document from the employer will be required. **This coverage does not apply to company managers, liberal professions, artisans and people casually employed in the entertainment industry.**

**You will be charged an excess of 25%.**

#### > Professional transfer

Imposed by your superiors and not at your request, **excluding company managers, liberal professions, artisans and people casually employed in the entertainment industry.**

**You will be charged an excess of 25%.**

#### > Visa denial by the authorities of the country

Provided that no request has been previously denied by these authorities for the same country. A supporting document from the embassy will be required.

#### > Natural disasters (in accordance with [French] Law No. 86-600 of 13 July 1986, as amended)

Occurring at your destination, resulting in you being prohibited from staying at the location (town, district, etc.) by the local or prefectural authorities for all or part of the period specified in the booking contract, and occurring after this policy has been taken out.

#### > Site access prohibited

(town, district, etc.), within a radius of five kilometres around the place where you are staying, by the local or prefectural authorities, as a result of pollution of the sea or an epidemic.

#### > Cancellation of one of the persons accompanying you

(maximum 9 persons) registered at the same time as you and insured by the same policy, when the cancellation is due to one of the causes listed above.

- If the person wishes to travel alone, the additional costs are taken into account. However, our refund shall not exceed the amount due in the case of cancellation on the date of the event...

**If the Policyholder prefers to be replaced by another person for a covered event, rather than cancel their holiday, the Insurer will cover the expense of changing the name, invoiced by the trip organiser.**

## CANCELLATION FEES D-15

**In the case of a last minute subscription (D-15), we cover any cancellation fees arising from the events below, excluding any others:**

GRITCHEN TOLEDE & ASSOCIES

27 rue Charles Durand - CS70139 - 18021 BOURGES CEDEX - France

ORIAS 15000426 - [www.orias.fr](http://www.orias.fr) - SIRET 807 925 441 00014 - RCS Bourges B 529 150 54 - Capital social : 10 000 €

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The coverage includes the refund of the trip cancellation or change charge to match the amounts provided for in the "Schedule of cover" above, remaining to be borne by you and billed by the provider in application of the Terms and Conditions of Sale, after deducting transport taxes (e.g. airline taxes), insurance premiums and administration fees, if you cannot go for one of the following reasons:

**> Serious illness, serious accident or death including a relapse, the worsening of a chronic or pre-existing disease, as well as any consequences, the aftermath of an accident that occurred prior to taking out the policy** in respect of you, your legal or common-law spouse, ascendants or descendants up to the second degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law, your legal guardian or a person usually living under your roof, or the person who accompanied you during your trip mentioned by name and insured by this policy.

**> Serious illness, serious accident or death including a relapse, the worsening of a chronic or pre-existing disease, as well as any consequences, the aftermath of an accident that occurred prior to taking out the policy** in respect of the professional replacing you mentioned by name when taking out the policy, the person responsible for looking after your minor children during your trip, or a disabled person of whom you are the legal guardian living under the same roof as you and of whom you are the legal guardian.

## WHAT DO WE EXCLUDE?

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?", we cannot intervene if the cancellation results from:

- illness requiring psychological or psychotherapeutic treatment, including nervous breakdowns which did not require at least 3 days hospitalisation at the time of cancelling the trip;
- forgetting vaccination;
- non-presentation, for any cause whatsoever, of identity card or passport;
- accidents or diseases which have been identified for the first time, a relapse, a worsening or a hospitalisation between the trip purchase date and the date the insurance policy was taken out;
- any kind of failure, including financial, of the organiser of your trip or the carrier making the execution of their contractual obligations impossible.

Furthermore, we never intervene if the person who caused the cancellation is hospitalised at the time of booking the trip or taking out the policy.

## UP TO WHAT AMOUNT DO WE COVER?

We cover the amount of cancellation fees **incurred on the day of the event** which may be covered, in accordance with the travel organiser's Terms and Conditions of Sale, with a limit and an excess shown in the Schedule of cover. The insurance premium is never refundable.

## HOW LONG DO I HAVE TO FILE A CLAIM?

### > Medical grounds:

You must file your claim **as soon as a competent medical authority confirms that the severity of your state of health is such as to prevent you from taking your trip.**

If your cancellation is later than this contraindication for travel, our reimbursement will be limited to the cancellation fees in force on the contraindication date (calculated according to the schedule of the organiser of the trip, which you were aware of when the trip was booked).

*For any other grounds for cancellation:* you must make your claim as soon as you are aware of the event which may be covered. If your trip cancellation is later than this date, our reimbursement will be limited to the cancellation fees in force on the date of the event (calculated according to the schedule of the organiser of the trip, which you were aware of when the trip was booked).

### > On the other hand,

if the claim has not been directly made by the travel agency or the trip organiser, you must notify us within five working days following the event covered. To do this, you must send us the claim declaration attached to the insurance policy which you have received.

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

Your declaration must be accompanied by:

- In case of illness or accident: a medical certificate specifying the origin, nature, severity, and any foreseeable consequences of the illness or injury,
- In case of death: a certificate and the certificate of civil status,
- In all other cases: any supporting documents.

**You must send us the documents and medical information necessary to process your file by means of the pre-printed envelope in the name of the medical officer, which we will send you as soon as we receive the claim declaration, as well as the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must ask your doctor for them and send them to us using the pre-printed envelope referred to above.**

**You must also send us any information or documents which you will be asked for in order to justify the reason for your cancellation (using the pre-printed envelope in the name of the medical officer), including:**

- Any photocopies of prescriptions for drugs, analyses or examinations as well as any documents justifying their issuance or execution, and especially any illness forms including, for prescribed medicines, a copy of the corresponding labels,
- Social security statements or those of any other similar body, relating to the reimbursement of the treatment cost and the per diem allowances payment,
- The original of the receipted invoice of the amount that you are requested to pay the trip organiser or that the latter retains,
- Your insurance policy number,
- The registration form issued by the travel agency or the organiser,
- In the event of an accident, you must specify the causes and circumstances and provide us with the name and address of those responsible, as well as any witnesses, if appropriate.

In addition, it is expressly stated that you agree in advance to the principle of an examination by our medical officer. Therefore, if you object without a valid reason, you will lose your right to cover.

You must send us the claim declaration to:

**Gritchen Tolède Associés, Rue Charles Durand, BP 66048  
18024 Bourges Cedex (France)**

## LATE ARRIVAL

EFFECTIVE DATE	EXPIRY OF THE COVERAGE
<b>LATE ARRIVAL</b> the date this policy was taken out	<b>LATE ARRIVAL</b> the departure date

## WHAT DO WE COVER?

We cover you for the refund on a pro-rata temporis basis of the unused period as a result of arriving late at 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 the Cancellation cover

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

### You should:

Provide the insurer with all the documents necessary to compile the file, in order to substantiate the claim and the amount of the claim. In all cases, you will be systematically asked to provide the originals of the organiser's detailed invoices showing the land services and the transport services.

The file cannot be processed if our medical officer is not provided with the medical information necessary for the investigation.

You must send us the claim declaration to:

**Gritchen Tolède Associés, Rue Charles Durand, BP 66048  
18024 Bourges Cedex (France)**

## TRIP INTERRUPTION COSTS

EFFECTIVE DATE	EXPIRY OF THE COVERAGE
<b>TRIP INTERRUPTION COSTS</b> the planned departure date – organiser's meeting point	<b>TRIP INTERRUPTION COSTS</b> the planned trip return date (group separation point)

## WHAT DO WE COVER?

If you have to interrupt the trip covered by this policy, we undertake to refund any unused "open-air hospitality services" as well as any rental cleaning costs, the refund, replacement or compensation for which you cannot claim from the provider if you have to leave and return the rented pitch to the resort manager following:

### > Serious illness, serious accident or death

in respect of you, your legal or common-law spouse, ascendants or descendants to the second degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law, your legal guardian or a person usually living under your roof, of the person who accompanied you during your trip mentioned by name and insured by this policy.

The cover applies to trip participants, provided that the illness or accident resulted in a hospitalisation of more than 48 hours or a medical repatriation.

### > Serious damage caused by fire, explosion or water damage

or caused by forces of nature to your business or private premises and requiring your presence to take the necessary precautionary measures.

### > Theft from business or private premises

provided that the scale of this theft requires your presence and that the theft occurs in the 48 hours prior to departure.

## WHAT DO WE EXCLUDE?

In addition to the exclusions set out in the General Provisions, interruptions resulting from the following are not covered:

- a cosmetic treatment, a cure, a voluntary interruption to pregnancy, in vitro fertilisation and its consequences;

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- a physical or mental or depressive illness without hospitalisation of less than three days;
- epidemics.

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

You should:

- Provide the Insurer with all the documents necessary to compile the file, in order to substantiate the claim and the amount of the claim.

In all cases, you will be systematically asked to provide the originals of the tour operator's detailed invoices showing the land services and the transport services.

The file cannot be processed if our medical officer is not provided with the medical information necessary for the investigation.

You must send us the claim declaration to:

**Gritchen Tolède Associés**  
27 Rue Charles Durand – CS70139 - 18021 Bourges Cedex (France)

## GENERAL PROVISIONS

As with any insurance policy, there are reciprocal rights and obligations. This policy is governed by the [French] Insurance Code. These rights and obligations are explained in the pages that follow.

### Annex to Article A. 112-1

Information document for exercising the right to cancel provided for in Article L. 112-10 of the [French] Insurance Code.

You are required to verify that you are not already the beneficiary of coverage of one of the risks covered by the new policy. If this is the case, you are entitled to cancel this policy for a period of 14 days (calendar) starting from its conclusion, without any charges or penalties, provided that all the following conditions are met:

- you have taken out this policy for non-professional purposes;
- this policy is in addition to the purchase of a good or service sold by a supplier;
- you prove that you are already covered for one of the risks covered by this new policy;
- the policy you want to cancel is not fully executed;
- you have not made any claim covered by this policy.

In this situation, you can exercise your right to cancel this contract by letter or any other durable medium addressed to the insurer of the new policy, accompanied by a document proving that you are already covered for one of the risks covered by the new policy. The insurer is obliged to refund you the premium paid, within a period of 30 days from the date of your cancellation.

"I, the undersigned Mr/Mrs/Ms ... residing at ... cancel my policy No ... taken out with ..., in accordance with Article L 112-10 of the [French] Insurance Code. I certify that on the date this letter was sent, I was unaware of any claim involving any policy's cover. "

If you want to cancel your policy but do not meet all of the above conditions, please check the cancellation terms provided in your policy.

## PROVISIONS COMMON TO ALL COVER

### DEFINITIONS

#### > Hazard

Unintentional, unforeseeable, unavoidable and external event.

#### > Policyholders

The persons duly insured under this policy, hereinafter referred by the term "you". For the application of the legal provisions relating to the time limitation, reference should be made to "Policyholder" when the articles of the [French] Insurance Code mention "the Insured party".

#### > Insurer/Assistance Provider

Allianz IARD, hereafter referred to as "we", whose headquarters is located at:  
**Allianz IARD**  
87 rue de Richelieu - 75002 PARIS (FRANCE)

As of 01.01.2016, New headquarters:

**1, cours Michelet – CS30051 – 92076 Paris la Défense Cedex (France)**

#### > Attack/Acts of terrorism

Attack refers to any act of violence, constituting a criminal or illegal assault, made against persons and/or property, in the country in which you are staying, the purpose of which is to seriously disturb public order. This attack will have to be recorded by the French Ministry of Foreign Affairs.

#### > Natural disasters

The abnormal intensity of a natural agent not arising from human intervention.

#### > [French] Insurance Code

Collection of legislative and regulatory texts which govern the insurance policy.

#### > Forfeiture

Loss of the right to coverage for the claim in question.

#### > Home address

Home address refers to your main and usual place of residence; your home address must be in Europe.

#### > DROM POM COM (FRENCH OVERSEAS TERRITORIES)

DROM POM COM refers to the new designations of DOM TOM since the Constitutional Reform of 17 March 2003, amending the DOM TOM names and their definitions.

#### > Transport company

Transport company refers to any company duly approved by the public authorities for the transporting of passengers.

#### > Europe

"Europe" refers to the countries of the European Union, Switzerland, Norway and the Principality of Monaco.

#### > Medical expenses

Medically prescribed pharmaceutical, surgical, consultation and hospitalisation costs, necessary to diagnose and treat a disease.

#### > France

France refers to the European territory of France (including the islands located in the Atlantic Ocean, the English Channel and the Mediterranean Sea) as well as DROM POM COM (French Overseas Territories) (new designations of DOM TOM since the Constitutional Reform of 17 March 2003).

#### > Excess

Part of the compensation that you are liable for.

#### > Insurance claims broker

**Gritchen Tolède Associés**  
27 Rue Charles Durand – CS70139 - 18021 Bourges Cedex (France)

#### > Strike

A collective action consisting in a concerted cessation of work by the employees of a company, an economic sector or a professional category aimed at supporting their demands.

#### > Civil war

Civil war refers to the armed opposition of several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup, application of martial law or closure of the borders ordered by the local authorities.

#### > Foreign war

Foreign war refers to the armed opposition declared or not by one State to another State, as well as any invasion or state of siege.

#### > Hospitalisation

Stay of more than 48 consecutive hours in a public or private hospital, for an emergency intervention, i.e. not scheduled and which cannot be postponed.

#### > Illness/Accident

Any deterioration in health confirmed by a medical authority, requiring medical care and the absolute cessation of any professional or other activities.

#### > Family member

Family member is defined as any person that can prove a family relationship (by law or by fact) to the Policyholder.

#### > Pollution

Environmental degradation caused by the introduction of substances not naturally present in the environment into the air, water or soil.

#### > Usual residence

The Policyholder's usual residence refers to their place of residence for tax purposes; your main residence must be located in Europe.

#### > Claim

Event likely to lead to the application of one of the policy's covered events.

#### > Policyholder

The holder of an insurance policy, the individual or legal entity who takes out the insurance policy.

#### > Subrogation

The legal situation in which a person is transferring the rights of any other person (including: substituting the Insurer for the Policyholder for prosecution purposes against the opposing party).

#### > Third party

Any person other than the Policyholder liable for damage. Any Policyholder who is a victim of consequential bodily, material or immaterial injury caused by another Policyholder (the Policyholders are regarded as third parties in respect of each other).

## WHAT IS THE GEOGRAPHICAL COVERAGE OF THE POLICY?

The coverage and/or benefits contained in this policy shall apply worldwide.

## WHAT IS THE POLICY TERM?

The validity period corresponds to the duration of the services sold by the trip organiser.

**In any case the cover period may not exceed 3 months from the trip departure day.**

### GRITCHEN TOLEDE & ASSOCIES

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The "CANCELLATION" cover shall take effect on the date this policy is taken out and shall expire on the trip departure day (outbound journey).

## WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERED EVENTS?

We cannot intervene when your coverage or benefits requests are due to damage resulting from:

- epidemics, natural disasters and pollution;
- civil or foreign war, a riot, popular movement or strike;
- the voluntary participation of an insured person in riots or strikes;
- the disintegration of the atomic nucleus or any radiation from ionising radiation;
- alcoholism, drunkenness, use of drugs, narcotics, drugs not medically prescribed;
- any intentional act which may trigger the policy cover and any consequences of a criminal procedure brought against you;
- fights, bets, crimes, brawls (except self-defence);
- engaging in the following sports: bob-sleigh, skeleton, mountaineering, luge competition, aviation sports with the exception of parasailing, as well as those resulting from participation or training in official matches or competitions, organised by a sports federation;
- suicide and the consequences of suicide attempts;
- lack of hazard;
- goods and/or activities insured when a ban to provide an insurance policy or a service is imposed on the insurer due to a sanction, restriction or prohibition provided for by the conventions, laws or regulations, including those mandated by the Security Council of the United Nations, the Council of the European Union, or by any other applicable national law;
- goods and/or activities insured when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by the conventions, laws or regulations, including those mandated by the Security Council of the United Nations, the Council of the European Union, or by any other applicable national law. It is understood that this provision only applies in the case where the insurance policy, the goods and/or activities insured come under the scope of application of the decision of restrictive sanctions, total or partial embargo or prohibition.

## HOW IS YOUR COMPENSATION CALCULATED?

If the compensation cannot be determined by mutual agreement, it is evaluated by an amicable expert, subject to our respective rights.

Each party chooses its own expert. If these experts do not agree, they will call on a third expert and all three will work together and by a majority of votes.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third expert, the appointment shall be made by the President of the High Court, in summary proceedings. Each co-contracting party shall bear the costs and fees of their expert, and if applicable, half of those of the third expert.

## HOW SOON WILL YOU BE COMPENSATED?

The settlement will take place within a period of 15 days from the agreement between us, or from the notification of the enforceable judicial decision.

## WHAT PENALTIES APPLY IN THE EVENT OF AN INTENTIONAL FALSE DECLARATION MADE BY YOU AT THE TIME OF THE CLAIM?

Any fraud, non-disclosure or intentional false declaration made by you about the circumstances or consequences of a claim will result in the loss of any entitlement to a benefit or compensation for this claim.

## OTHER INSURANCE POLICIES

In accordance with the provisions of Article L. 121-4 of the [French] Insurance Code, when several insurance policies are taken out without fraud for the same risk, each produces its effects within the limits of the policy cover, and in compliance with the provisions of Article L. 121-1 of the [French] Insurance Code. In this case, the Policyholder must notify all the insurers. Within these limits, the Policyholder may contact the Insurer of their choosing. When they are taken out in a deceitful or fraudulent manner, the sanctions provided for by the [French] Insurance Code (nullity of the contract and damages) are applicable.

## WHAT ARE THE COMPLAINT REVIEW PROCEDURES?

If problems arise, first consult your usual contact person at Allianz France.

If their answer is not satisfactory, you can send your complaint by letter or email to the following address:

**Allianz – Relations Clients**  
**Case Courrier BS**  
**20, place de Seine - 92086 PARIS LA DÉFENSE CEDEX (FRANCE).**  
**Email: clients@allianz.fr**

Allianz France is a signatory to the Ombudsman's Charter of the French Federation of Insurance Companies (*Fédération Française des Sociétés d'Assurances*). Also, in the event of on-going and definitive disagreement, you have the right, after having exhausted all the internal processing channels indicated above, to appeal to the Ombudsman of the French Federation of Insurance Companies (*Fédération Française des Sociétés d'Assurances*) whose postal address is as follows:

**BP 290 – 75425 PARIS CEDEX 09 (FRANCE),**

and this is without prejudice to other avenues of legal action.

## AUTHORITY RESPONSIBLE FOR OVERSEEING THE INSURANCE COMPANY

**Autorité de contrôle prudentiel et de résolution (ACPR)**  
**[Authority responsible for supervising the banking and insurance sectors in France]**

61 Rue Taitbout - 75436 PARIS, FRANCE CEDEX 09

## INFORMATION ON THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTÉS (FRENCH NATIONAL COMMISSION ON INFORMATICS AND LIBERTIES, CNIL)

We inform you that the information collected is subject to processing to manage this request and the commercial relationship. Some processing may be carried out by providers in or outside Europe. Unless you object, your data may also be used by your broker whose contact details are indicated in this document in order to market the insurance products it distributes. In accordance with the French Act on Information Technology, Data Files and Civil Liberties of 6 January 1978, as amended by the Act of 6 August 2004, you have the right to access, amend, correct, delete and object in relation to your information by sending a written request to your broker.

In the context of our risk control and anti-fraud policy, we reserve the right to perform any checks of the information and, if necessary, to inform the competent authorities in accordance with the regulations in force.

## SUBROGATION

After having paid you compensation, with the exception of that paid under the Travel Accidents/Personal Accident cover, we are subrogated in the rights and actions that you can have against the third party responsible for the accident, as provided for in Art. L. 121-12 of the [French] Insurance Code. Our subrogation is limited to the amount of compensation that we have paid you or the services that we have provided to you.

## LIMITATION OF ACTIONS ARISING OUT OF THE INSURANCE POLICY

The provisions relating to the limitation of actions arising out of the insurance policy are set out in Articles L. 114-1 to L. 114-3 of the [French] Insurance Code reproduced below:

### > Article L. 114-1 of the [French] Insurance Code:

All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto.

However, said time limit shall run:

- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof,
- in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then. When the insured's action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter has paid it compensation. The limitation period shall be increased to ten years for life insurance contract when the beneficiary is not the policyholder and in insurance contracts covering personal injury when the beneficiaries are the deceased insured's assigns.

For life insurance contracts, notwithstanding the provisions in 2), the actions of the beneficiary are limited to no later than 30 years after the death of the insured party.

### > Article L. 114-2 of the [French] Insurance Code:

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the claim.

### > Article L. 114-3 of the [French] Insurance Code:

By way of derogation from Article 2254 of the [French] Civil Code, the parties to the insurance contract cannot, even by mutual agreement, change the length of the limitation period, or add to the causes for suspending or interrupting such period.

### Additional information:

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

To find out about any updates to the above-mentioned provisions, please consult the official website

[www.legifrance.gouv.fr](http://www.legifrance.gouv.fr)

### > Article 2240 of the [French] Civil Code:

Prescription is interrupted where the debtor acknowledges the right of the person against whom he was prescribing.

### > Article 2241 of the [French] Civil Code:

A service of process, even for interim relief, interrupts prescription, as well as the periods within which an action must be brought.

The same applies when the matter is brought before an incompetent jurisdiction, or when referral to the said court is nullified due to procedural irregularity.

### > Article 2242 of the [French] Civil Code:

Terms and Conditions

# CANCELLATION & TRIP INTERRUPTION

Interruption resulting from instigating legal proceedings is effective until the proceedings end.

**> Article 2243 of the [French] Civil Code:**

The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is finally dismissed.

**> Article 2244 of the [French] Civil Code:**

The limitation period or time limit is also interrupted by protective measures being taken pursuant to the [French] Code of Civil Enforcement Procedures, or by an enforcement being ordered.

**> Article 2245 of the [French] Civil Code:**

One of the jointly and severally liable debtors being summoned through legal proceedings or through an enforcement order, or recognition by the debtor of the right of the person against whom the debtor could claim interrupts the limitation period against all the others, even against their heirs.

On the other hand, one of the heirs of a jointly and severally liable debtor being summoned, or recognition of the heir's right does not interrupt the limitation period with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons or such recognition interrupts the limitation period with regard to the other co-debtors only for the share for which that heir is liable. In order to interrupt the limitation period for the entire debt with regard to the other co-debtors, the summons needs to be made to all the heirs of the deceased debtor, or recognition of all the heirs' right.

**> Article 2246 of the [French] Civil Code:**

A summons made to the main debtor, or their recognition interrupts the limitation period against the guarantor.

## COMPETENCE OF THE COURTS

Any dispute between the Policyholder and the Insurer concerning the applicability of this policy shall be subject solely to French legislation and referred solely to the French courts. However, if the Policyholder is domiciled in the Principality of Monaco, only the courts of the Principality are competent in the event of a dispute between the parties.

## LANGUAGE USED

The French language shall be used in all pre-contractual and contractual relations.

## ANTI-MONEY LAUNDERING

The checks we are legally required to carry out in respect of anti-money laundering and the financing of terrorism, especially regarding cross-border capital transfers, may require us at any time to ask you for explanations or supporting documents, even in connection with the purchase of insured goods. Pursuant to the French Act on Information Technology, Data Files and Civil Liberties of 6 January 1978 amended by the Act of 6 August 2004 and the [French] Monetary and Financial Code, you have the right to access your information and can exercise this right by writing to the French National Commission on Informatics and Liberties (*Commission Nationale de l'Informatique et des Libertés*, CNIL).

## WHAT ARE THE LIMITS APPLICABLE IN CASES OF FORCE MAJEURE?

**We cannot be held responsible for not providing assistance services in cases resulting from force majeure or the following events: civil or foreign wars, known political instability, popular movements, riots, acts of terrorism, retaliation, a restriction on the free movement of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or from the delays in the implementation of benefits resulting from the same causes.**

## The Policyholder's mental illness or mental depression

Illness requiring psychological or psychotherapeutic treatment including nervous breakdowns which required at least 4 days hospitalisation at the time of cancelling the trip.