

# Campez Couvert

by gritchen



*Fiche d'information  
et conseil*

**CAMPEZ COUVERT**

### Votre objectif :

*Vous souhaitez vous couvrir en cas d'imprévus qui vous obligeraient à annuler le séjour en hôtellerie de plein air que vous avez prévu et aussi en cas d'imprévus qui pourraient intervenir pendant votre séjour ?*

## QUE FAUT-IL SAVOIR SUR L'ASSURANCE CAMPEZ COUVERT ?

Cette assurance est proposée en complément d'une réservation pour une séjour en hôtellerie de plein air et a pour but de protéger le réservataire avant le début du séjour : s'il est obligé d'annuler son séjour ou en cas d'arrivée tardive, pendant le séjour : en cas de d'interruption, de panne de véhicule , frais de soins vétérinaires, assistance rapatriement et après le séjour : en cas de retenue de la caution suite à des dommages accidentels ou en cas d'oubli d'objet personnel sur le lieu du séjour.

## QUE PREND EN CHARGE L'ASSURANCE CAMPEZ COUVERT ?

### → Les motifs d'annulation couverts :

Le contrat vous couvre dans de multiples situations qui vous obligent à annuler votre séjour :



VIE  
PERSO



VIE  
PRO



SANTÉ



VÉHICULE  
OU DOMICILE  
SINISTRÉ

### → Les garanties proposées :

#### FRAIS D'ANNULATION



Remboursement des sommes conservées par l'établissement selon ses conditions générales de vente, lorsque vous êtes dans l'obligation d'annuler votre séjour avant le départ (à l'aller)



#### ARRIVEE TARDIVE

Remboursement au prorata temporis de la période non utilisée par suite de prise de possession tardive de plus de 24h de votre réservation en raison de l'un des événements énumérés dans la garantie annulation.



#### FRAIS D'INTERRUPTION

Remboursement des prestations terrestres non utilisées au prorata temporis y compris les éventuels frais de nettoyage de la location, en cas de retour prématuré suite aux événements détaillés au contrat d'assurance.

**Le présent document est un résumé non contractuel des garanties. L'Assureur n'étant engagé que par les termes du contrat d'assurance, vous trouverez l'intégralité du contrat dans la notice jointe à la présente fiche.**



### VEHICULE DE REMPLACEMENT

Remboursement des frais de location d'un véhicule de remplacement de catégorie équivalente pour une durée maximale de 3 jours consécutifs en cas d'immobilisation de votre véhicule suite à une panne, un accident matériel ou un vol, au cours du séjour.



### FRAIS DE SOINS VETERINAIRES CHIENS CHATS

Remboursement des frais de soins de votre chien ou chat pendant votre séjour lorsque votre animal, participant au séjour est malade ou est blessé suite à un accident.



### OUBLI D'UN OBJET PERSONNEL DANS LA LOCATION

Remboursement, sur présentation de facture originale, des frais d'envoi de l'objet oublié depuis le lieu de la location jusqu'au domicile.



### PROTECTION CAUTION

Remboursement de tout ou partie de la caution prévue par le contrat de location et effectivement retenue par le loueur en cas de dommages accidentels affectant les Biens loués (y compris le mobilier et les aménagements immobiliers situés à l'intérieur du Bien loué) pendant le Séjour



### ASSISTANCE

Assistance, rapatriement, remboursement frais médicaux consécutifs à un problème de santé pendant votre séjour

*La description exhaustive de l'étendue des garanties de l'assurance "CAMPEZ COUVERT", les plafonds de garantie, les franchises et les exclusions figure dans la notice d'information ci-jointe*

### ➔ Notre conseil :

Au vu de votre objectif rappelé ci-avant, nous vous proposons de souscrire à l'offre CAMPEZ COUVERT créée spécifiquement pour les séjours en hôtellerie de plein air et pour vous couvrir en cas d'imprévus qui viennent remettre en cause votre voyage.

Pour que la garantie Annulation soit valide, l'assurance doit être souscrite simultanément à la réservation du séjour ou avant le commencement du barème de frais d'annulation.



Le présent document est un résumé non contractuel des garanties. L'Assureur n'étant engagé que par les termes du contrat d'assurance, vous trouverez l'intégralité du contrat dans la notice jointe à la présente fiche.

## — QUEL EST LE DELAI DE DECLARATION EN CAS D'ÉVENEMENT GARANTI ?

Lorsque les garanties Assurances sont en jeu, l'assuré doit impérativement : Aviser par écrit **Gritchen Affinity** de tout sinistre de nature à entraîner une prise en charge **dans les 10 jours ouvrés**.

### COMMENT DECLARER UN SINISTRE ?

WWW

**Pour une gestion moderne et rapide de vos sinistres annulation, interruption, arrivée tardive, véhicule de remplacement, frais de soins vétérinaires, protection caution ou objets oubliés**

Connectez-vous sur le site :

[www.declare.fr](http://www.declare.fr)

*Vous pouvez nous transmettre vos justificatifs et suivre l'état d'avancement de votre dossier.*



**Pour une gestion traditionnelle de vos sinistres annulation, interruption, arrivée tardive, véhicule de remplacement, frais de soins vétérinaires ou objets oubliés**

Par mail : [sinistres@campez-couvert.com](mailto:sinistres@campez-couvert.com)

### BESOIN D'ASSISTANCE ?

**Contactez-nous, 7j/7 et 24h/24 par téléphone ou par mail**

**Pour cela :**

**Pour nous permettre d'intervenir dans les meilleures conditions, pensez à rassembler les informations suivantes qui vous seront demandées lors de votre appel :**

- › Le numéro de votre contrat,
- › Vos nom et prénom,
- › L'adresse de votre domicile,
- › Le pays, la ville ou la localité dans laquelle vous vous trouvez au moment de l'appel,
- › Préciser l'adresse exacte (n°, rue, hôtel éventuellement, etc.),
- › Le numéro de téléphone où nous pouvons vous joindre,
- › La nature de votre problème.

**Lors du premier appel, un numéro de dossier d'assistance vous sera communiqué. Le rappeler systématiquement, lors de toutes relations ultérieures avec notre Service Assistance**

## QUI SOMMES NOUS ?

### Gritchen Affinity - Spécialiste de l'assurance sport et loisirs

SAS au capital social de 10.260 euros, immatriculée au RCS de Bourges sous le n° 529 150 542, dont le siège social est sis au 27 rue Charles Durand - 18000 Bourges. Société de Courtage d'Assurances soumise au contrôle de l'ACPR, Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 et n° d'immatriculation à l'ORIAS : 11061317 dans la catégorie Courtier d'assurance ([www.orias.fr](http://www.orias.fr)).

Responsabilité Civile Professionnelle et Garantie Financière conformes aux articles L 512-6 et L 512-7 du Code des assurances.

Courtier indépendant, Gritchen Affinity exerce son activité sans obligation d'exclusivité en application de l'article L521-2 II b du code des assurances. En qualité d'intermédiaire en assurance, notre rémunération s'effectue sur la base d'une commission payée par l'assureur et de frais de courtage supportés directement par le souscripteur.

L'offre CAMPEZ COUVERT est une offre négociée auprès de SOLUCIA SERVICE & PROTECTION JURIDIQUES.

## VOS DONNÉES PERSONNELLES

Gritchen Affinity s'engage, en tant que responsable de traitement ou quand nous intervenons en tant que sous-traitant au sens du RGPD à :

- Traiter vos données de manière licite loyale et transparente
- Collecter uniquement les informations utiles au traitement de votre demande
- Les collecter pour des finalités déterminées, explicites et légitimes
- Veiller à l'exactitude de vos données et si nécessaire à leur mise à jour
- Les conserver uniquement pour la durée nécessaire au regard de la finalité poursuivie, recommandée par la Cnil ou imposée par la loi
- Garantir une sécurité appropriée à l'aide de mesures techniques et organisationnelles adaptées"

Nous utilisons les données personnelles que vous nous avez transmises (y compris par l'intermédiaire de votre établissement de réservation) dans le cadre de notre métier de courtier en assurance pour la passation, la gestion et l'exécution du contrat d'assurance et pour la gestion commerciale de nos clients. Elles sont également utilisées dans le cadre de nos obligations de lutte contre le blanchiment des capitaux et contre le financement du terrorisme, ainsi que de lutte contre la fraude.

Nous vous informons sur l'exercice de vos droits : vous pouvez demander l'accès à vos données à caractère personnel, leur rectification, effacement ou une limitation de leur traitement. Vous disposez également du droit de vous opposer au traitement ainsi que du droit à la portabilité de vos données.

Pour toute précision, vous pouvez contacter notre DPO : **Service Conformité - Gritchen - 27 rue Charles Durand - 18000 Bourges** ou par mail : [conformite@gritchen.fr](mailto:conformite@gritchen.fr). En cas de réclamation, vous pouvez choisir de vous adresser à la CNIL.

Retrouvez l'information intégrale sur le traitement de vos données personnelles [ici](#)

Nous vous informons également de l'existence de la liste d'opposition au démarchage téléphonique « Bloctel », sur laquelle vous pouvez vous inscrire sur : <https://www.bloctel.gouv.fr/>

## RECLAMATION ET MEDIATION

En cas de difficulté, contactez dans un premier temps votre interlocuteur habituel. Dans le cas où vous n'avez pas obtenu satisfaction, vous pouvez formuler une réclamation, en écrivant à : **GRITCHEN AFFINITY – Service réclamations clients – 27 rue Charles Durand 18000 Bourges** ou par email : [reclamations@gritchen.fr](mailto:reclamations@gritchen.fr) ou en vous connectant sur [declare.fr](http://declare.fr)

Notre service réclamations s'engage à traiter votre réclamation dans les délais suivants :

- Dix jours ouvrables à compter de la date d'envoi de la réclamation pour en accuser réception, sauf si nous sommes en mesure de vous apporter une réponse dans ce délai.
- Deux mois entre la date d'envoi de la réclamation et la date de notre réponse.

Si, en raison de la complexité de la situation, nous n'étions pas en mesure de respecter ce délai de deux mois, nous nous engageons à vous en avertir.

Si après avoir épuisé les voies de recours auprès de nos services, un désaccord persiste entre nous, vous pouvez vous adresser au Médiateur de l'assurance à l'adresse suivante : **La Médiation de l'Assurance – TSA 50110 – 75441 Paris Cedex 09**

Votre demande sera étudiée conformément à la Charte de la médiation consultable à l'adresse : <http://www.mediation-assurance.org/>

Si vous souscrivez le contrat en qualité de consommateur, vous pouvez aussi recourir à la plateforme de Règlement en Ligne des Litiges (RLL) de la Commission Européenne en utilisant le lien suivant : <http://ec.europa.eu/consumers/odr/>

# GENERAL CONDITIONS INSURANCE

Contract **N°7815**



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, replacement vehicle, veterinary care costs, security deposit protection or forgotten items

- ▶ **Go to website : [www.declare.fr](http://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, replacement vehicle, veterinary care costs, security deposit protection or forgotten items

- ▶ **By e-mail: [sinistres@campez-couvert.com](mailto: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
 <b>CANCELLATION FEES</b>	According to the conditions of the cancellation charges scale <b>Maximum €5,000 per person and €30,000 per event</b> <b>No excess for medical reason Deductible for other reasons: Unless otherwise stated, €15 per rental</b>
 <b>MODIFICATION CHARGE</b>	<b>Maximum €2,000 per person and €10,000 per event</b>
 <b>LATE ARRIVAL</b>	Reimbursement of unused land services on a pro rata temporis basis of the rental with a <b>maximum €4,000 per rental or camping space and one full tank per event of €25,000</b>
 <b>INTERRUPTED STAY FEES</b>	Reimbursement of unused land services on a pro rata temporis basis including any cost of cleaning the rental in the event of early return <b>Maximum €4,000 per person and €25,000 per event</b>
 <b>REPLACEMENT VEHICLE</b> Following a breakdown, physical accident or theft during the stay.	Cover for a replacement vehicle in the equivalent category to the immobilised vehicle for <b>three consecutive days at most.</b>
 <b>FORGOTTEN PERSONAL ITEM LEFT BEHIND IN THE RENTAL ACCOMMODATION</b> Reimbursement of the cost of sending a personal item forgotten in the rental accommodation	<b>€150/claim</b> <b>Max. 1 item/rental</b>
 <b>ASSISTANCE</b> <ul style="list-style-type: none"> <li>▶ Teleconsulting before and during your stay (A)</li> <li>▶ Medical repatriation (including in the event of an Epidemic or pandemic) (B)</li> <li>▶ Medical expenses outside the country of residence following a COVID illness, including in the event of an Epidemic or pandemic (C)</li> <li>▷ Deductible (C1)</li> <li>▶ Replacement driver (D)</li> <li>▶ Early return (E)</li> <li>▶ Home assistance (F)               <ul style="list-style-type: none"> <li>- Temporary repairs (F1)</li> <li>- Plumbing</li> <li>- Electricity</li> <li>- Locksmith</li> <li>- Glazing</li> <li>- Home security (F2)</li> </ul> </li> </ul>	(A) <b>3 calls</b> (B) <b>Actual costs</b> (C) <b>€30,000 per person</b> (C1) <b>€160 per person</b> (D) <b>Travel expenses and driver's salary</b> (E) <b>Return ticket or fuel costs</b> (F1) <b>Up to a maximum of €200</b> (F2) <b>Coverage of up to €200</b>
 <b>VETERINARY CARE COSTS AND ASSISTANCE FOR DOGS &amp; CATS</b> <b>Including:</b> <ul style="list-style-type: none"> <li>- Instructions and notification of the authorities in case of animals gone missing/disappeared</li> <li>- Recovery costs</li> <li>- Rabies screening costs (gone missing abroad)</li> </ul>	<b>Maximum 2 veterinary consultations per stay Maximum consultation coverage: € 250 for all items covered, care and assistance.</b>
 <b>SECURITY DEPOSIT PROTECTION</b> Reimbursement of all or part of the security deposit retained by the accommodation provider in the event of damage to the property on return of the accommodation	<b>Reimbursement of damage up to a maximum of €1,000</b> <b>Deductible of 50 euros</b>

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
FORGOTTEN PERSONAL ITEM AND SECURITY DEPOSIT PROTECTION	The day of departure	10 days after the insured person's return home
OTHER COVERS	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. EXTENSION MODIFICATION COSTS

In the event that the dates of your stay change due to any of the reasons listed above, we will reimburse you for the costs incurred in rescheduling the dates of the stay covered under your policy as set out in the terms and conditions of sale. The amount of this indemnity shall under no circumstances exceed the amount of the cancellation fees payable on the date of the incident giving rise to the change.

**Cancellation and modification indemnities cannot be combined and used together.**

### 4. 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

## 5. 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.

## 6. 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.

## 7. 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**

# REPLACEMENT VEHICLE

**Replacement vehicle» cover applies if difficulties arise following the immobilisation of your vehicle following a breakdown, damage to the vehicle or theft during the covered stay.**

If the vehicle is immobilised for more than 24 hours or more than 8 hours is required to repair it or the stolen vehicle has not been found within 48 hours, we will provide and pay for a replacement vehicle of a similar type to the immobilised vehicle for a maximum three consecutive days and solely while the vehicle is immobilised.

**Conditions for provision of a replacement vehicle:**

- the category of replacement vehicle is equivalent to that of the immobilised vehicle
- the replacement vehicle must be returned to the agency from which it was collected
- you must comply with the conditions required by the vehicle rental companies.

## WHAT WE EXCLUDE

Apart from the exclusions appearing in the section “Which general exclusions apply to all our covers?», we cannot intervene or compensate if the immobilisation is due to:

- ▶ running out of fuel or using the wrong fuel;
- ▶ puncture;
- ▶ losing, mislaying, theft or breakage of keys other than breakage of the key in the vehicle’s steering anti-theft system;
- ▶ repeated breakdowns of the same type caused by failure to repair the vehicle after our agents have initially intervened during the month preceding the event;
- ▶ air conditioning problems and breakdowns;
- ▶ unless stated otherwise in the policy, damage to bodywork that does not result in immobilisation of the vehicle;
- ▶ consequences immobilising the vehicle for servicing;
- ▶ Failures of alarm systems not fitted as standard.

Our cover excludes reimbursements of:

- ▶ fuel costs;
- ▶ personal items and effects left in and/or on the vehicle;
- ▶ customs and surveillance costs other than those previously agreed on by the assistance service;
- ▶ goods and animals being carried
- ▶ vehicle repair and towing costs, spare parts;
- ▶ all costs other than coverage of a replacement vehicle within the limits provided for in the Schedule of Cover.

Immobilisation of the following vehicles is excluded from replacement vehicle cover:

- ▶ motorcycles under 125 cc;
- ▶ mopeds, scooters;
- ▶ luggage trailers of a gross vehicle weight of more than 750 kg;
- ▶ non-standard trailers and all trailers other than those intended for carrying luggage, as well as boat trailers and vehicle-carrying trailers;
- ▶ registered motorised quadricycles driven without a licence;
- ▶ vehicles intended to carry people for money such as driving-school cars, ambulances, taxis, hearses and hired vehicles;
- ▶ vehicles designed to carry goods and animals.

# FORGOTTEN PERSONAL ITEM LEFT BEHIND IN THE RENTAL ACCOMMODATION

## 1. WHAT WE COVER

We reimburse you for the cost of shipping the forgotten item from the rental location to your home within the ceiling shown in the Schedule of Cover, upon presentation of an original postage receipt.

The cover applies to a single forgotten item per rental, with the stipulation that the said forgotten item should comply with the following weight and dimensions:

- ▶ **Maximum weight:** Less than 10 kilograms
- ▶ **Maximum dimensions:** the sum of the length, width and height of the parcel must not exceed 150 centimetres.

Under no circumstances can the Insurer be held liable for:

- ▶ **delays attributable to the transport providers selected to deliver the forgotten item. the breakage, loss, damage or theft of the forgotten Item during transportation;**
- ▶ **consequences resulting from the nature of the forgotten item; a refusal by national or international customs to authorise the shipment of the forgotten item.**

## 2. WHAT WE EXCLUDE

Apart from the general exclusions shown in the paragraph "WHICH GENERAL EXCLUSIONS APPLY TO THE POLICY?" the following are also excluded :

- ▶ Any item governed by national, European and international regulations concerning hazardous products, including in particular those defined in the rules of the International Civil Aviation Organisation (ICAO);
- ▶ All items containing explosives, munitions, gas, solid and liquid flammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive substances, batteries and lithium batteries;
- ▶ All items which, due to their nature, their packing or their packaging may be a hazard to staff, third parties, the environment or the safety of transport vehicles, or which may damage other items being transported, machinery, vehicles or goods belonging to third parties;
- ▶ Counterfeit items and/or those contravening laws and regulations in force;
- ▶ Narcotics or any other illegal substance;
- ▶ Firearms;
- ▶ Items requiring transportation under controlled temperature conditions;
- ▶ Publications or audiovisual media banned by any applicable law or regulation;
- ▶ Animals, whether alive or dead;
- ▶ Any content, which, if shipped by post, is likely to offend human dignity, integrity or respect for the human body, in particular ashes and funeral relics;
- ▶ Banknotes, negotiable instruments, payment cards or metal coins with legal tender and redeemability status intended for circulation in France and precious metals;
- ▶ Precious stones, fine pearls, identity papers or any other item of value;
- ▶ Items whose transportation constitutes a commercial operation and those intended for sale;
- ▶ Motorised equipment, automotive accessories, gardening equipment, items containing liquids, furniture;
- ▶ Household or IT equipment and accessories, hi-fi equipment, musical instruments.

### 3. HOW MUCH COMPENSATION DO WE PAY ?

We will compensate you for the cost of shipping the forgotten Item, up to the maximum amount shown in the Schedule of Cover.

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

Once you have contacted your host and the forgotten item has been found and sent, you should send us your notification within 10 working days after dispatch, except in unforeseen or force majeure cases. It must be accompanied by:

- ▶ **your policy number**
- ▶ **copy of the rental agreement,**
- ▶ **original invoice for the despatch costs issued by the transport provider chosen to deliver the forgotten item.**

## VETERINARY CARE COSTS AND ASSISTANCE FOR DOGS & CATS

### 1. VETERINARY CARE COSTS

We will refund you up to **€ 250 per event**, up to a maximum of 2 consultations per stay We also provide you with a list of local veterinaries clinics.

### 2. ASSISTANCE IN CASES OF PETS THAT HAVE GONE MISSING OR ESCAPED

Your pet has gone missing from your home or has disappeared (lost, stolen). Call our service (phone number indicated above) and we will

provide you with:

- Instructions and the steps you should take to quickly find your pet covered by this policy;
- A list of veterinarians (individual or working at clinics).

On your behalf, we will notify the authorities near your home that can help you find your pet (police, SPA shelters, town hall etc.) and take care of any recovery costs.

IF the disappearance occurs abroad and your pet has been missing for longer than 48 hours, we will reimburse you for a rabies test.

**In all cases, the maximum amount paid by Mutuaide is € 250 for all care and assistance benefits.**

# SECURITY DEPOSIT PROTECTION

## 1. WHAT DO WE COVER ?

The purpose of this insurance is to cover the Policyholder reimbursement of all or part of the security deposit stipulated in the rental contract and actually retained by the lessor in the event of accidental damage affecting the Rented Property (including the furniture and fixtures located inside the Rented Property) during the stay, and after the stay: in the event of the deposit being withheld as a result of accidental damage or in the event of personal items being left behind during the stay.

## 2. HOW MUCH DO WE CONTRIBUTE ?

The amount covered under the policy is equal to the amount of the actual damage, up to the amount of the security deposit stipulated in the rental contract and with a maximum shown in the Table of coverage Amounts,

It is agreed that, in any event, this amount may never exceed €1,000 per rental, after deduction of **a Deductible of €50.**

## 3. WHAT WE EXCLUDE

In addition to the general exclusions set out in the paragraph entitled «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THIS POLICY?», are excluded:

- ▶ any theft, attempted theft and acts of vandalism or wilful damage committed by the person booking the property, or by people usually living with them,
- ▶ deliberate damage caused by neighbours or third parties,
- ▶ theft and deliberate damage to furniture in the communal areas or outside the rented Property,
- ▶ theft or loss of keys to the premises,
- ▶ damage resulting from usage or use that does not comply with the Rental Contract,
- ▶ Damage, theft and deterioration of valuables, cash and funds (jewellery, paintings, drawings, engravings, manuscripts, statues and other works of art),
- ▶ Damage caused by damp, condensation, steam, smoke, fire, water damage, etc.
- ▶ Breakdowns of equipment made available to the Tenant,
- ▶ Damage to lamps, fuses, electronic tubes, cathode ray tubes, semi-conductor crystals, heating resistors and heating blankets,
- ▶ The cost of repairing, unblocking or replacing pipes, taps and appliances in water and heating systems,
- ▶ Damage, theft and deterioration caused to trees and plantations,
- ▶ Damage, theft and deterioration caused to computer equipment, accessories, peripherals and the software required to operate them, audiovisual and multimedia equipment,
- ▶ Expenses incurred to establish the reality of your loss or to report it (expert reports, photos, bailiff's reports).
- ▶ Cigarette burns ...

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

Once you have contacted your accommodation provider and drawn up an inventory of fixtures or a joint report describing the damage, you must send us your declaration within 10 working days of the end of your stay, except in the event of unforeseen circumstances or force majeure. Your declaration must be accompanied by:

- ▶ **your policy number**
- ▶ **a copy of the rental contract,**
- ▶ **the inventory of fixtures or the joint report describing the damage,**
- ▶ **proof that the security deposit has been withheld or not returned,**
- ▶ **the invoice for repairing the damage.**

## ASSISTANCE

### TELECONSULTING BEFORE AND DURING YOUR STAY

You can contact us 24 hours a day, 7 days a week, before and during your stay, for any information you may need to organise your stay and The information concerns the following areas :

**Health information: Health, Hygiene, Vaccinations, Precautions to take, Main hospitals, Advice for women, Time differences, Pets when travelling.**

We are also available for any information you may need if you are travelling during an Epidemic or pandemic. If necessary, we can put you in touch with one of our doctors. Information is given by telephone and is not confirmed in writing or sent by post.

Information services are provided between 8 a.m. and 7 p.m. and within the time normally required to satisfy the request. However, whatever the time of the call, we welcome and record your requests and contact details so that we can call you back to provide the answers you need.

### REPATRIATION OR MEDICAL TRANSPORT

You are injured or suffer from an illness, including in the context of an Epidemic or a pandemic, during covered travel. We organise and pay for your repatriation to your home or to a hospital close to your home.

In determining the date of your repatriation, the choice of transport or place of hospitalisation, only medical requirements are taken into account. Any decision to repatriate is taken by our medical advisor, after consulting the temporary primary care physician and potentially your family doctor.

When you are repatriated, and if prescribed by our medical advisor, we will organise and pay for the transport of a companion to accompany you. Any refusal of the solution proposed by our medical team will result in the cancellation of personal assistance coverage.

### MEDICAL EXPENSES (OUTSIDE COUNTRY OF RESIDENCE)

When medical expenses (including in the event of illness linked to an Epidemic or pandemic) have been incurred with our prior agreement, we will reimburse you for the part of these expenses that has not been covered by any insurer to which you are affiliated.

We will only intervene once reimbursements have been made by the aforementioned insurance organisations, after deduction of an excess, the amount of which is indicated in the Table of coverage, and subject to the provision of original proof of reimbursement from your insurer.

This reimbursement covers the costs defined below, provided that they relate to care received by you outside your country of residence as a result of an illness or accident occurring outside your country of residence.

In that case, we will reimburse the amount of the costs incurred up to the maximum amount indicated in the Table of Cover.

Should the insurance organisation to which you contribute not cover the medical costs incurred, we will reimburse the costs incurred within the limit of the amount indicated in the Table of Cover, provided that you provide us with the original invoices for your medical costs and the certificate of non-reimbursement issued by the insurance organisation.

**This benefit ceases on the day we are able to repatriate you.**

Type of expenses eligible for reimbursement (subject to prior agreement) :

- ▶ Medical fees,
- ▶ The cost of medicines prescribed by a doctor or surgeon,
- ▶ Ambulance costs prescribed by a doctor for transport to the nearest hospital, but only if insurance bodies refuse to pay,
- ▶ Hospitalisation costs provided that you are deemed untransportable by decision of the Assistance doctors, taken after gathering information from the local doctor (hospitalisation costs incurred from the day on which we are able to repatriate you are not covered),
- ▶ Emergency dental expenses (up to the amount indicated in the Table of Coverage, with no deductible).
- ▶ the cost of a PCR test, if positive.

## **EXTENSION OF THE BENEFIT : ADVANCE PAYMENT OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)**

We may, within the limit of the payment amounts provided for above, advance hospitalisation costs that you have to incur outside your country of residence, under the following cumulative conditions:

- ▶ MUTUAIDE ASSISTANCE doctors must judge, after gathering information from the local doctor, that it is impossible to immediately repatriate you to your country of residence.
- ▶ the care and treatment to which the advance applies must be prescribed in agreement with the MUTUAIDE ASSISTANCE doctors.
- ▶ you or any person authorised by you must formally commit, by signing a specific document provided by MUTUAIDE ASSISTANCE at the time of implementation of this service, to:
  - ▷ initiate payment procedures with the insurance organisations within 15 days from the date upon which MUTUAIDE ASSISTANCE sends you the required information,
  - ▷ reimburse MUTUAIDE ASSISTANCE for the relevant sums received from the insurance organisations within the week following receipt of those amounts.

Only expenses not covered by the insurance organisations will be paid by us, to the maximum amount specified under the "medical expenses" benefit. You will need to provide us with the certificate of non-reimbursement from these insurance bodies within one week of receiving it. In order to preserve our rights at a later date, we reserve the right to ask you or your beneficiaries for a letter of undertaking committing you to taking the necessary steps with the social security bodies and reimbursing us the sums received.

If you do not take the necessary steps to have the costs covered by the insurers within the time limit, or if you do not present to MUTUAIDE ASSISTANCE within the time limit the certificate from these insurers stating that the costs have not been covered, you may under no circumstances claim the «medical expenses» benefit and must reimburse all the hospital costs advanced by MUTUAIDE ASSISTANCE, which will, if necessary, initiate any useful recovery procedure, the cost of which will be borne by you.

## REPLACEMENT DRIVER

You are ill or injured during a covered trip in one of the countries listed below and you are no longer able to drive your vehicle : if none of the passengers is able to replace you, we will provide a driver to take the vehicle back to your place of residence by the most direct route.

We cover the driver's travel costs and wages. The driver is required to comply with labour legislation, and in particular must - as French regulations currently stand - take a 45-minute break after 4 hours 30 minutes of driving, the total daily driving time not to exceed 9 hours. If your vehicle is more than 8 years old and/or has done more than 150,000 km, or if its condition and/or load does not comply with the standards laid down by the French Highway Code, you should let us know.

We reserve the right not to send a driver. In this case, as an alternative to providing a driver, we will provide and pay for a 1st class train ticket or an economy class plane ticket to collect the vehicle.

This service only applies in the following countries : *France (including Monaco, Andorra, except DOM-ROM, COM and sui generis authorities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland and Iceland).*

**The cost of fuel, tolls, hotels and meals for any passengers remains your responsibility.**

## EARLY return

If you have to interrupt your stay prematurely in one of the cases listed below, we will cover your transport costs (ticket or fuel costs) and those of the insured members of your family or two persons insured under this policy accompanying you.

We intervene in the event of:

- ▶ serious illness, serious bodily injury resulting in hospitalisation or death of a member of your family, your professional replacement, the person responsible for looking after your minor children or a disabled person living under your roof, the legal guardian or a person usually living under your roof ;
- ▶ serious material damage requiring your presence and affecting your home or business premises as a result of burglary, fire or water damage.

## ASSISTANCE AT THE POLICYHOLDER'S HOME

Following a break-in, burglary, water damage or fire at your main residence during your insured stay, we will seek out and pay the costs of the service provider's intervention (travel, labour, conservation measures and any parts) up to the amounts indicated in the Table of coverage amounts, for urgent repairs, i.e. when measures are necessary to safeguard the dwelling, in terms of :

- ▶ Plumbing
- ▶ Electricity
- ▶ Locksmith
- ▶ Glazing

**Any costs in excess of this amount shall be borne by the Owner.**

## SECURITY COSTS

You are away from your main home, which has become vulnerable following a break-in, burglary, water damage or fire during your insured stay. We will cover the cost of security of the dwelling, up to the limit indicated in the Table of Coverage, as soon as the event occurs.

**Any costs in excess of this amount shall be borne by the Owner.**

## SPECIFIC EXCLUSIONS

Apart from the exclusions common to all covers, the following are also excluded.

- ▶ Travel taken for the purpose of diagnosis and/or treatment,
- ▶ Medical and hospitalisation expenses in the country of residence,
- ▶ Drunkenness, suicide or attempted suicide and their consequences,
- ▶ Any voluntary mutilation of the insured,
- ▶ Ailments or benign injuries which can be treated on site and/or which do not prevent the Beneficiary/Insured from continuing his/her trip,
- ▶ The states of pregnancy, unless there are unforeseeable complications, and in all cases, the states of pregnancy beyond the 36th week, voluntary termination, the aftermath of childbirth,
- ▶ Convalescence and ailments during treatment, not yet consolidated and involving a risk of sudden aggravation,
- ▶ Illnesses diagnosed previously that have resulted in hospitalisation in the 6 months preceding the date of departure on the trip,
- ▶ Events related to medical treatment or surgery that are not unforeseen, fortuitous or accidental,
- ▶ Prosthesis costs: optical, dental, acoustic, functional, etc.
- ▶ The consequences of infectious risk situations in an Epidemic context that are subject to quarantine or preventive measures or specific surveillance by the international health authorities and/or local health authorities of the country where you are staying and/or national authorities of your country of origin, unless otherwise specified in the cover.
- ▶ The costs of spa treatment, cosmetic treatment, vaccination and resultant costs,
- ▶ Stays in a rest home and the resultant costs,
- ▶ Rehabilitation, physiotherapy, chiropractic and resultant costs,
- ▶ Scheduled hospitalisations.

## NEED ASSISTANCE?

### CONTACT US, 7 DAYS/WEEK AND 24 HOURS/DAY



By phone from France :

**(+33)1 45 16 85 42**

*(Call not surcharged, cost according to operator, call may be recorded)*



By e-mail

**voyage@mutuaide.fr**

To allow us to intervene under the best conditions, remember to prepare the following information that will be requested when you call:

- ▶ **Your policy number,**
- ▶ **Your last and first names,**
- ▶ **Your home address,**
- ▶ **The country, city or town where you are at the time of the call,**
- ▶ **Specify the exact address (no., street, hotel possibly, etc.),**
- ▶ **The phone number where we can reach you,**
- ▶ **The nature of your problem.**

When you call initially, you will be given an assistance file number. State it systematically during any subsequent contacts with our Assistance Service.

## 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.

### **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.

## Definition of personal assistance

Personal assistance includes all the services implemented in the event of illness, injury or death of the persons covered, during covered travel.

## 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 assistance

Illness, injury or death during covered travel.

## Events covered for insurance

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

## Execution of services

The assistance services covered by this agreement can only be triggered with prior approval from MUTUAIDE ASSISTANCE. As a result, no expenditure made under the authority of the Beneficiaries may be reimbursed by MUTUAIDE ASSISTANCE.

## 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.

## 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.

## **Quarantine**

Isolation of the person, in the event of suspected illness or proven illness, decided by a competent local authority, in order to avoid a risk of spreading said illness in the context of an Epidemic or pandemic.

## **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](mailto: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 Prudenciel et de Résolution (ACPR) 4 place de Budapest – CS 92 459 – F-75436 Paris Cedex 9.**