

# TRAVEL CANCELLATION INSURANCE

## TERMS AND CONDITIONS OF INSURANCE

POLICY No. 078931310

### HOW TO MAKE A CLAIM?

If the Insurance covers are put into effect, the Insured must:

- Inform Gritchen Affinity in writing of any claim likely to result in coverage within five business days (period reduced to two business days in case of theft).

These periods start to run from the Insured's knowledge of the loss likely to result in implementation of the cover.

After this period, the Insured will be deprived of any right to compensation if the delay has caused prejudice to the Company.

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

WWW

#### For rapid, modern management of your insurance claims

Visit the following website: [www.declare.fr](http://www.declare.fr)

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



#### For traditional management of your insurance claims

By e-mail: [sinistres@safebooking.com](mailto:sinistres@safebooking.com)

By post:

**Gritchen Affinity**  
**Claims Department**  
**27 Rue Charles Durand – CS70139**  
**18021 Bourges Cedex**

WWW

#### Need assistance?

For any assistance request, you should contact us on:

**24/7**

By telephone: **+33(0)1 45 16 77 18**

By e-mail: [assistance@mutuaide.fr](mailto:assistance@mutuaide.fr)

### TABLE OF COVER AMOUNTS

COVERS	AMOUNTS
<b>CANCELLATION FEES</b>	According to the conditions of the cancellation fee scale Maximum: € 8000 / person and € 30,000 / event <b>Deductible per person: Medical grounds: no deductible</b> <b>Other grounds: 3 % of cancellation fees minimum € 30/pers</b>
ENTRY INTO EFFECT	EXPIRATION OF COVERS
Cancellation: the day of taking out the present policy	The day of departure – place of group convocation (one way)
Other covers: the expected day of departure – organiser's place of convocation	The expected day of return from the trip (place of group dispersal)

The other covers indicated above are applicable during the trip corresponding to the invoice issued by the organiser with a maximum of 90 days from the date of departure on the trip.

#### Subscription period

In order for the cancellation cover to be valid, this policy **must be taken out at the same time as the trip booking or before the commencement of the cancellation fee scale.**

### CANCELLATION FEES

ENTRY INTO EFFECT	EXPIRATION OF COVERS
Cancellation: the day of taking out the present policy	Cancellation: day of departure – place of group convocation (outward)

#### 1. WHAT DO WE COVER?

We reimburse deposits or any sums kept by the trip organiser, minus the deductible indicated in the table of cover amounts and invoiced according to the Terms and Conditions of Sale herein (except file costs, visa costs, insurance contributions and any taxes), if you are obliged to cancel your trip before departure (outward).

#### 2. IN WHAT CASES DO WE INTERVENE?

We intervene on the grounds and under the circumstances listed below, to the exclusion of all others.

- **Serious illness, serious injury or death (including relapse, aggravation of a chronic or pre-existing illness, as well as the consequences and after-effects of an injury occurring prior to taking out the policy):**
  - of yourself, of your de jure or de facto spouse;
  - your ascendants or descendants, up to the 2<sup>nd</sup> degree, and/or those of your spouse or common-law partner;
  - your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law;
  - in the event of the death of your uncle, your aunt, your nephews and nieces;
  - of your professional substitute, provided that his/her name is specified when signing the policy;
  - of the legal guardian;
  - of a person who usually lives under your roof;
  - of the person responsible during your trip for:
    - › the care of your minor children, provided that his/her name is specified when taking out the policy;
    - › the care of a person with a disability, provided that he/she lives under the same roof as you, that you are the legal guardian and that his/her name is specified in the policy.

**We only intervene if the illness or injury formally prohibits leaving the home, requires medical attention and prevents any professional or other activity.**

- **Complications due to pregnancy** that result in total cessation of any professional or other activity and provided that at the time of departure, the person has not been pregnant for more than 6 months, or if the nature of the trip is incompatible with your pregnancy, provided that you are not aware of your condition at the time of booking the trip.
- **Vaccination contraindication and consequences**
- **Redundancy**
  - of yourself,
  - of your spouse or common-law partner,
 provided that this decision is not known at the time of booking the trip or taking out this policy.
- Court summons, only in the following cases:
  - witness or jury member,
  - appointment as an expert,
 provided that you are summoned on a date coinciding with the travel period.
- **Summons for the adoption of a child** provided that you are summoned on a date coinciding with the period of travel
- **Summons for a re-take examination** following a failure unknown at the time of the booking or taking out the policy (post-secondary studies only), provided that the examination takes place during the trip
- **Destruction of professional or private premises** due to fire, explosion, water damage, provided that the aforementioned premises are more than 50% destroyed.
- **Theft at professional or private premises** provided that the scale of this theft necessitates your presence and that the theft occurs within 48 hours before departure.
- **Serious damage to your vehicle** within 48 hours before departure and as long as it can not be used to travel to the place of residence or the meeting set by the organiser.
- **Granting of a job or an internship** by the Pôle Emploi (Employment Centre) provided that the person is registered as a job seeker at the Employment Centre and that the job

or internship starts before or during the trip. Changes to the type of employment policy are not covered (e.g. change from a fixed-term policy to a permanent policy).

- **Deletion of or change to the dates of paid leave** by the employer in writing prior to booking the trip, **excluding company directors, liberal professions, craftsmen and entertainment workers.**

**A 25% deductible will remain at your expense with a minimum of € 100.**

- **Professional transfer** imposed by your superior and not the subject of a request by you, **excluding company directors, liberal professions, craftsmen and intermittent entertainment.**

**A 25% deductible will remain at your expense with a minimum of € 100.**

- **Visa refusal by the country's authorities** provided that no request has been refused previously by these authorities for the same country. Proof issued by the Embassy will be required.

- **Cancellation by one of the persons accompanying you** (maximum 8 persons) having booked at the same time as you and being insured by this same policy, if the cancellation is due to one of the causes listed above. If the person wishes to make the trip alone, additional costs are covered, without our reimbursement exceeding the amount owed in case of cancellation on the date of the event.

### 3. WHAT WE EXCLUDE

In addition to the exclusions in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS?", we cannot intervene if the cancellation results in:

- **illness requiring psychological or psychotherapeutic treatments including nervous depression that did not require hospitalisation for a minimum of 3 days at the time of cancellation of the trip;**
- **forgotten vaccination;**
- **failure, for any reason whatsoever, to present an identity card or passport;**
- **illness or injury that has been the subject of a first diagnosis, a relapse, an aggravation or a hospitalisation between the date of purchase of the trip and the date of taking out the insurance policy;**
- **default of any kind, including financial, of the trip organiser or the carrier, rendering the execution of its contractual obligations impossible.**

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

### 4. UP TO WHAT AMOUNT DO WE COVER?

We cover the amount of cancellation costs **incurred on the day of the event** that puts the cover into effect, in accordance with the tour operator's Terms and Conditions of Sale, with a maximum and a deductible indicated in the table of cover amounts.

**The insurance contribution is never refundable.**

### 5. WITHIN WHAT DEADLINE SHOULD YOU DECLARE THE CLAIM?

1/ **Medical grounds:** you must declare your claim **as soon as it is proven by a competent medical authority that the seriousness of your state of health is such as to contraindicate your trip.**

If your cancellation is later than this contraindication to travel, our reimbursement will be limited to cancellation fees in force on the date of contraindication (calculated according to the trip organiser's scale which you were aware of at the time of booking).

**For any other grounds for cancellation:** You must declare your claim as soon as you become aware of the event that may put the cover into effect. If your trip cancellation is later than this

date, our reimbursement will be limited to the cancellation fees in effect on the date of the event (calculated according to the scale of the trip organiser of which you were aware at the time of registration).

2/ On the other hand, if the claim has not been declared directly to us by the travel agency or the organiser, you must notify us within 5 working days following the event giving rise to the cover. To do this, you must send us the insurance claim attached to the insurance policy that was issued to you.

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

Your declaration must be accompanied by:

- in the event of illness or injury, a medical certificate stating the cause, nature, severity and foreseeable consequences of the illness or injury,
- in the event of death, a certificate and the civil status file,
- in any other event, any supporting documentation.

**You must provide us with the medical documents and information necessary for processing your file by means of the pre-printed envelope addressed to the medical adviser that we will send to you upon receipt of the insurance claim, as well as the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must have them provided by your doctor and send them to us by means of the pre-printed envelope referred to above.**

**As it is a requirement that these additional documents be provided by means of a pre-printed envelope addressed to the medical adviser, you must also send us any information or documents that may be requested from you to justify the grounds for your cancellation, including:**

- Any photocopies of prescriptions for medications, tests or examinations, as well as any documents justifying their issuance or performance, including sick notes containing, for prescribed medications, a copy of the corresponding labels,
- Statements from Social Security or any other similar body, relating to the reimbursement of processing fees and the payment of daily allowances,
- the original copy of the paid invoice that you are required to pay to the trip organiser or that the latter retains,
- the number of your insurance policy,
- the registration form issued by the travel agency or the organiser,
- in case of injury, you must specify the causes and circumstances and provide us with the names and addresses of the persons responsible, and, if applicable, of the witnesses.

In addition, it is expressly agreed that you accept in advance the principle of monitoring by our medical adviser. Therefore, if you object to it without a legitimate reason, you will lose your rights to the cover.

### GENERAL PROVISIONS

Like any insurance contract, this one comprises mutual rights and obligations. It is governed by the French Insurance Code (Code des Assurances Français). These rights and obligations are set forth in the following pages.

#### Appendix to article A. 112-1

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

Please check that you do not already have cover insurance for any of the risks covered by the new contract. If this proves to be the case you are entitled to terminate this contract during the fourteen calendar days from the date it was signed. No charge or penalty is payable if all the following conditions have been met:

- you signed the contract for non-work-related purposes
- the contract came with the purchase of goods or services you have been sold by a supplier
- you can show that you are already covered for one of the risks insured by this new contract
- the contract you wish to cancel has not been fully performed

- you have not notified any claim covered by this contract.

If these conditions are met, you can exercise your right to cancel this contract by letter or in any durable medium sent to the insurer of the new contract, together with documentary proof that you already have cover for one of the risks guaranteed by this new contract. The insurer must reimburse you the premium paid within thirty days of cancellation.

If you wish to cancel your contract but do not meet all the above conditions, please check the cancellation procedure stipulated in your contract.

**Additional information:**

The cancellation letter (see template below) to exercise this right must be sent by post or in any durable medium to Gritchen Affinity (Rue Charles Durand - BP 66048 - 18024 Bourges CEDEX):

"I the undersigned Mr/Ms.....residing at (address) .....hereby cancel my contract No.....taken out with Allianz IARD pursuant to Article L 112-10 of the French Insurance Code. I solemnly declare that on the date of this letter I am not aware of any claim covered by the contract."

**Consequences of cancellation:**

Exercising your right to cancel within the period given in the above box will result in the contract being cancelled as of the reception date the letter or any other durable medium. Once you become aware of a loss covered by the contract, you can no longer exercise this right to cancel.

In the event of cancellation, you will only be liable for the payment of the part of the premium or contribution for the period during which the risk was covered, this period being calculated up until the cancellation date.

The entire premium or contribution will, however, be payable to the insurance company if you exercise your cancellation right when a loss of which you were unaware occurs that brings the contract cover into application during the cancellation period.

**PROVISIONS COMMON TO ALL COVER PACKAGES**

**1. DEFINITIONS**

**Personal injury**

Any sudden action external to the victim that causes bodily damage or injury.

**Uncertain event or uncertainty**

An unintentional, unforeseeable, unstoppable, and external event.

**Subscribers**

Persons duly insured under this contract, hereafter referred to as "you". With regard to the applicability of statutory provisions on the period of limitation, reference should be made to "the Subscriber" when the articles of the Insurance Code mention "the Insured".

**Insurer/Assistance Provider**

Allianz IARD, hereafter termed "we", whose registered office is at:

**Allianz IARD**  
1, cours Michelet – CS30051 – 92076 Paris la Défense CEDEX

**Terror Attack / Acts of Terrorism**

This means any act of violence constituting a criminal or illegal attack against people and/or property in the country in which you are staying, and whose purpose is to disturb public order seriously.

Such a "terror attack" should be identified as such by the French Foreign Ministry (Ministère des affaires étrangères français)

**Natural disasters**

This means abnormal intensity of a natural element not arising from human intervention.

**Insurance Code**

The French Insurance Code (Code des Assurances) is the collection of legislative and regulatory texts that govern the insurance contract.

**Forfeiture**

Loss of right to Cover for the Loss/Claim in question.

**Home or Domicile**

Main place of residence of the person about whom this term is used. The domicile is the place of fiscal residence. Your domicile must be in Europe.

**DROM POM COM**

"DROM POM COM territories" are what the DOM TOM territories (French overseas possessions) are now called, since the Constitutional Reform of 17 March 2003 that changed the names and definitions of the DOM TOM territories.

**Transport Firm**

The term "transport firm" means any company duly approved by the public authorities for carrying passengers.

**Epidemic**

The rapid propagation of a contagious, infectious disease affecting a large number of people in a given place at a given time and reaching a minimum level 5 according to WHO criteria.

**Europe**

"Europe" means the countries in the European Union, Switzerland, Norway, or the Principality of Monaco.

**Medical expenses**

Pharmaceutical, surgical, consultation, and hospitalisation expenses that are medically prescribed and necessary for diagnosing and treating an illness.

**France**

By France is meant the European territory of France (including islands located in the Atlantic Ocean, the English Channel and the Mediterranean) plus the DROM POM COM territories (as the DOM TOM French overseas possessions have been called since the Constitutional Reform of 17 March 2003).

**Excess**

Portion of the compensation that remains to be borne by you.

**Insurance Claims Manager**

**Gritchen Affinity**  
Rue Charles Durand  
BP 66048  
18024 Bourges CEDEX

**Strike**

Concerted collective action consisting in the employees of a firm, of an economic sector, or of a professional category ceasing to work in order to give weight to their claims.

**Civil War**

By "Civil War" is meant armed opposition between various parties belonging to the same country, and any armed rebellion, revolution, revolt, insurrection, or coup d'etat, and any application of martial law or border closure ordered by the authorities of the country in question.

**War with a Foreign Power**

A "war with a foreign power" means declared or undeclared armed opposition between one State and another State, as well as any invasion or state of siege.

**Hospitalisation**

Any unforeseen, unscheduled stay in a health facility.

**Illness**

Sudden unforeseeable deterioration in health.

**Serious illness**

As defined by a competent medical authority and preventing independent movement.

**Member of the family**

“Family member” means any person who can evidence they have a *de jure* or *de facto* family tie (kinship) with the Subscriber.

**Pollution**

Degradation of the environment by substances that are not naturally present in the medium in question being discharged into the air, the water, or the soil.

**(Claimable) Loss or Loss Event or Claim**

Event liable to result in application of cover of the contract.

**Policyholder**

The natural or juristic person who takes out the insurance contract.

**Subrogation**

The legal situation whereby the rights of one person are transferred to another person (in particular: the Insurer taking the place of the Policyholder for the purposes of proceedings against the opponent).

**Third Party**

Any person other than the Subscriber who is responsible for the damage, injury or loss.

Any Subscriber who is a victim of bodily injury, property damage or consequential loss caused by another Subscriber (the Subscribers are considered to be third parties between themselves).

**2. WHAT IS THE GEOGRAPHICAL SCOPE OF THE CONTRACT?**

The cover and/or services and benefits taken out under this contract apply throughout the entire world.

**3. WHAT IS THE TERM OF THE CONTRACT?**

The term of validity corresponds to the duration of the services sold by the organiser of the trip/travel.

**Under no circumstances shall the period the cover exceed 3 months from the day of departure.**

**The “CANCELLATION” cover takes effect as of taking out the present contract and it expires on the day of departure on the trip (outward journey).**

**The other types of cover take effect on the scheduled day of departure and expire on the scheduled day of return.**

**4. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES?**

**We cannot intervene when your cover, service, or benefit claims are consequences of damage, injury, or loss resulting from:**

- epidemics, natural disasters, and pollution;
- consequences and/or events resulting from: civil war or war with a foreign power, riots, popular uprising, strike, terror attack/act of terrorism as described in Article L121-8 of the French Insurance Code (Code des assurances)
- the consequences of the voluntary participation of the Subscriber, and people travelling with the Subscriber and insured under this contract, of a crime, offence, riot or strike other than in situations of self-defence
- deliberate failure to comply with regulations in the country visited
- disintegration of atomic nuclei or any irradiation caused by ionising radiation
- improper use of a drug or the use of narcotics that have not been prescribed medically, as judged by a competent medical authority
- damage following the consumption of alcohol by the Subscriber, and people travelling with the Subscriber, and

**insured under this contract, together with the Subscriber's family, characterised by the presence in the blood of a level of pure alcohol equal to or greater than the legal limit permitted for drinking and driving set by the regulations of the country visited**

- accidents/damage and their consequences caused or provoked deliberately by the Subscriber, and people travelling with the Subscriber, and insured under this contract, together with the Subscriber's family
- practising a sport professionally
- participation in endurance or speed trials on board any motorised land, water or air craft
- participation as a competitor in any competition or event organised by a sports federation or association
- failure to comply with safety rules to which the attention of the Subscriber, and the people travelling with the Subscriber, and insured under this contract, together with the Subscriber's family, has been drawn regarding the practice of sports activities
- the consequences of suicide or attempted suicide of the Subscriber, and the people travelling with the Subscriber, and insured under this contract, together with the Subscriber's family
- absence of uncertainty;
- insured goods and/or activities when the insurer is prohibited from providing an insurance contract or service due to a sanction, restriction or prohibition provided for by agreements, laws or payments, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law;
- insured goods and/or activities when they are subject to any sanction, restriction, partial or total embargo or prohibition provided for by agreements, laws or payments, including any decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law. It is understood that this provision only applies if the insurance contract, the insured goods and/or activities fall within the scope of the restrictive sanctions, total or partial embargo or prohibition.

**5. HOW IS YOUR COMPENSATION CALCULATED?**

If the compensation cannot be determined by private agreement, it is assessed through an out-of-court appraisal, subject to our respective rights being reserved.

Each of us chooses an appraiser. If the appraisers do not agree with each other, they call upon the services of a third appraiser, and all three of them operate jointly and by majority vote.

Should one of us fail to appoint an appraiser or should the two appraisers not agree on the choice of a third appraiser, the appointment is made by the Presiding Judge of the Regional Court (Tribunal de Grande Instance), ruling in summary proceedings. Each of the contracting parties bears the cost of the fees of its appraiser, and, where applicable, half the fees of the third appraiser.

**6. WITHIN WHAT TIME LIMIT WILL YOU RECEIVE THE COMPENSATION?**

Payment will be made within 15 days of the agreement reached between us, or as of the notification of the enforceable court decision.

**7. WHAT PENALTIES ARE APPLICABLE IN THE EVENT YOU MAKE A FALSE DECLARATION OR CLAIM AT THE TIME OF THE LOSS?**

Any fraud, reticence, or intentional false declaration by you about the circumstances or the consequences of a loss shall result in loss of any right to benefit or compensation for that loss.

**8. MULTIPLE INSURANCE CONTRACTS**

Pursuant to the provisions of Article L 121-4 of the French Insurance Code (Code des Assurances), when more than one

insurance policy is taken out non-fraudulently for the same risk, each of them produces its effects within the limits of the cover packages of the contract, and in accordance with the provisions of Article L 121-1 of the French Insurance Code. In such a case, the Subscriber should inform all of the insurers.

Within these limits, the Subscriber may use the insurer of its choice. When more than one insurance policy is taken out wilfully or fraudulently, the sanctions stipulated in the French Insurance Code apply (voidance of the contract and damages & interest).

#### **9. WHAT IS THE PROCEDURE FOR EXAMINATION OF COMPLAINTS?**

If you have any difficulties, first consult your usual contact person (Gritchen Affinity - Rue Charles Durand - BP 66048 - 18024 Bourges CEDEX).

If you are not satisfied with the response, you should e-mail [clients@allianz.fr](mailto:clients@allianz.fr) or write to Allianz Relation Clients - Case Courrier S1803 -1 cours Michelet - CS 30051 - 92076 Paris La Défense CEDEX.

What should you do if you are still not satisfied with the response you have received once you have exhausted all the internal channels listed above? You can appeal to the Insurance Mediator whose contact details are as follows: [www.mediation-assurance.org](http://www.mediation-assurance.org) or LMA 50110 - 75441 Paris CEDEX 09.

Taking this action will not prejudice any other legal avenues you may wish to explore.

#### **10. AUTHORITY IN CHARGE OF OVERSEEING THE INSURANCE COMPANY**

**L'Autorité de contrôle prudentiel et de résolution (ACPR) [the Prudential Oversight and Resolution Authority]**  
61, rue Taitbout  
75436 PARIS CEDEX 09

#### **11. POLICYHOLDER INFORMATION CONCERNING THE PROVISIONS OF THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTES-CNIL (French Data Protection Commission)**

You are hereby informed that the information we gather is processed for the purposes of handling this application and the commercial relationship. Some of such processing may be performed by service providers in or outside Europe. Unless you object, your data may also be used by your broker, whose details appear in this document, for prospecting purposes for the insurance products that your broker distributes. In accordance with the French Data Protection Act ("Loi Informatique et Libertés") of 6 January 1978, as amended by the Act of 6 August 2004, you are entitled to access, modify, correct, delete and contest data concerning you by applying to your broker in writing. Under our risk control and anti-fraud policy, we reserve the right to check all your information, and where appropriate, to refer the matter to the competent authorities in accordance with current regulations.

#### **12. CONSUMERS' RIGHT TO OPPOSE TELEPHONE MARKETING**

If you do not wish to be contacted for the purposes of telephone marketing, you can have yourself listed as being opposed to telephone marketing, free of charge.

These provisions apply to any consumer, i.e. any natural person acting for reasons that do not fall within the context of their commercial, industrial, craft or self-employed activities.

#### **13. SUBROGATION**

Pursuant to the provisions of Article L121-12 of the Code des Assurances (French Insurance Code), the Insurer is subrogated, up to the compensation paid by it, to the rights and actions of the Subscriber with respect to third parties liable for the loss.

If the subrogation can no longer be operative in favour of the Insurer through the fault of the Subscriber, the Insurer shall be discharged from its obligations with regard to the Subscriber insofar as the subrogation could have been exercised.

#### **14. LIMITATION PERIOD APPLYING TO ACTIONS DERIVING FROM THE INSURANCE CONTRACT**

The provisions governing the period of limitation applying to action deriving from the insurance contract are laid down by Articles L 114-1 to L 114-3 of the French Insurance Code (Code des assurances), these articles being reproduced below:

##### **Article L 114-1 of the French Insurance Code:**

Any action deriving from an insurance contract is barred by limitation two years after the event giving rise to the claim.

However, this period of limitation applies:

1. In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk run, only from the date on which the Insurer became aware of the said risk;

2. In the event of an insurance loss, only from the date on which the interested parties became aware of it, if they can prove they were unaware of it until then.

When the action brought against the Insurer by the Insured Person is caused third-party recourse, the period of limitation starts only on the date on which the third party brings legal action against the Insured Person or has received compensation from the latter. The period of limitation is increased to 10 years in life assurance contracts when the beneficiary is a person distinct from the Policyholder, and, in insurance contracts for personal accidents, when the beneficiaries are also legal beneficiaries of the deceased Insured Person.

For life assurance contracts, and notwithstanding the provisions of point 2 above, the beneficiary's right to bring action lapses at the latest 30 years after the death of the Insured Person.

##### **Article L 114-2 of the French Insurance Code:**

The period of limitation may be interrupted by any of the ordinary causes for interruption thereof, and by appointment of loss adjusters further to a claim. The period of limitation may also be interrupted by the Insurer sending the Insured Person a registered letter with acknowledgement of receipt demanding payment of the premium, or by the Insured Person sending one to the Insurer demanding payment of compensation.

##### **Article L 114-3 of the French Insurance Code:**

Notwithstanding Article 2254 of the Code Civil (French Civil Code), the parties to the insurance contract may not, even by common consent, either change the length of the period of limitation or add causes for suspension or interruption thereof.

##### **Additional information:**

The ordinary causes for interruption of the period of limitation referred to in Article L 114-2 of the French Insurance Code are stated in Articles 2240 to 2246 of the French Civil Code, these articles being reproduced below.

To find out about any updating of the aforementioned provisions, please consult the official website [www.legifrance.gouv.fr](http://www.legifrance.gouv.fr).

##### **Article 2240 of the French Civil Code:**

Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the period of limitation.

##### **Article 2241 of the French Civil Code:**

Instigating legal proceedings, even summary proceedings, interrupts the limitation period (délai de prescription), i.e. the time limit for bringing claims or actions in a particular matter, and also any period (délai de forclusion) beyond which a particular right is forfeited if it is not exercised, e.g. the right to appeal.

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:**

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 dismissed finally.

**Article 2244 of the French Civil Code:**

The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the Code des procédures civiles d'exécution (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 obligors being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligor of the right of the person against whom the obligor could claim inaction interrupts the period of limitation against all the others, even against their heirs. Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the period of limitation with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the period of limitation with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the period of limitation for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all the heirs of the deceased obligee, or all the heirs need to recognise this right.

**Article 2246 of the French Civil Code:**

Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor.

**15. COURTS OF COMPETENT JURISDICTION – GOVERNING LAW**

The pre-contractual and contractual relations are governed by French law and primarily by the French Insurance Code. Any legal action relating to this contract shall be brought before French courts which have exclusive jurisdiction. However, if you are domiciled in the Principality of Monaco, the Monaco Courts shall have sole jurisdiction for disputes you and us.

**16. SANCTIONS IN THE EVENT OF FALSE STATEMENT**

Any intentional false statement, omission or inaccurate statement of the circumstances of the risk incurs penalties provided for by the Insurance Code:

- Nullity of your contract in the event of intentional false statement (article L113-8 of the Insurance Code);
- If it is not established that the misrepresentation is intentional, and the misrepresentation is detected before any claimable loss occurs, the contribution (premium) is increased or the contract is cancelled (article L 113-9 of the Insurance Code);
- If the intentional false representation noted after any claim is not established, reduction of your payouts by the difference between the contribution paid and the contribution that would have been paid had the statement been true (article L 113-9 of the Insurance Code).

**17. LANGUAGE USED**

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

**18. ANTI-MONEY LAUNDERING**

The controls we are legally required to conduct in respect of anti-money laundering and the financing of terrorism, inter alia 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 the insured goods. Pursuant to the Informatique et Libertés (French data protection) law of 6 January 1978 amended by the law of 6 August 2004 and the Monetary and Financial Code, you have the right to access your particulars and can exercise this right by writing to the CNIL (the French data protection authority).

**19. WHAT LIMITATIONS ARE APPLICABLE IN CASES OF FORCE MAJEURE?**

**We cannot be held liable for not providing insurance in cases of force majeure or further to the following events: civil war or war with a foreign power, well-known political instability, civil unrest, riots, acts of terrorism, reprisals, restriction on free movement of people and of goods, strikes, explosions, natural disasters, and disintegration of atomic nuclei; nor for delays in performing services or benefits when such delays result from the same causes.**