

# MULTIRISK TRAVEL 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>
<b>LUGGAGE</b> <ul style="list-style-type: none"> <li>• Valuable items</li> <li>• Delivery delay</li> </ul>	€ 1000 per person max of € 5000 per event 50 % of the cover amount € 150 per person <b>Deductible per file: € 30 per file</b>
<b>REPATRIATION ASSISTANCE</b> <ul style="list-style-type: none"> <li>• Medical repatriation or transport</li> <li>• Accompaniment during repatriation or transport</li> <li>• Presence in case of hospitalisation</li> <li>• Extension of hotel stay</li> <li>• Hotel costs</li> <li>• Additional reimbursement of medical, surgical, pharmaceutical and hospitalisation costs abroad</li> <li>• Emergency dental care</li> <li>• Transportation of the body in case of death - Funeral expenses necessary for transportation</li> <li>• Early return</li> <li>• Payment of search or rescue costs (in the mountains, only on marked ski slopes)</li> <li>• Return of children aged under 15 years</li> <li>• Illness or injury suffered by one of your minor or disabled children</li> <li>• Dispatch of medication abroad</li> <li>• Advance payment of medical costs</li> <li>• Cash advance abroad</li> <li>• Sending a message abroad</li> <li>• Legal assistance abroad               <ul style="list-style-type: none"> <li>- Payment of fees</li> <li>- Advance payment of bail</li> </ul> </li> </ul>	Real costs Transport ticket Transport ticket Hotel costs € 80 per day, Max 7 days Hotel costs € 80 per day, Max 7 days € 100,000 per person max € 200,000 per event <b>Medical costs deductible per file: € 30</b>  € 100  Real costs € 2000  Transport ticket € 2000 per person / € 4000 per event  Transport ticket Transport ticket Dispatch costs € 1000  € 1500 € 7500
<b>CIVIL LIABILITY</b> <ul style="list-style-type: none"> <li>- Bodily injury, material and immaterial damage</li> <li>- Material and immaterial damage only</li> </ul>	€ 4,500,000 € 75,000 <b>Deductible per file: € 100</b>
<b>INTERRUPTION OF STAY COSTS</b>	Reimbursement of unused on-the-ground services on a pro rata temporis basis, in case of early return - Max € 5000 / person and € 10,000 / event <b>1-day Deductible</b>
<b>INDIVIDUAL INJURY</b> <ul style="list-style-type: none"> <li>In case of death</li> <li>In case of total permanent disability</li> </ul>	€ 15,000 per person max € 30,000 per event
<b>FLIGHT DELAY</b> <ul style="list-style-type: none"> <li>Charter flight and regular flights</li> <li>Delay of over 4 hours</li> </ul>	€ 150 per person max € 600 per event
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 DO 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.

### LUGGAGE

#### ENTRY INTO EFFECT

Luggage: the expected day of departure – organiser's place of convocation

#### EXPIRATION OF COVERS

Luggage: the expected day of return from the trip (place of group dispersal)

#### Personal items

Camera, camcorder, PDA, portable games console, media player, laptop. Only personal items with a date of purchase fewer than 3 years ago will be covered.

#### Valuable items

Jewellery, watches, furs.

#### 1. WHAT DO WE COVER?

We cover, up to the amount indicated in the table of cover amounts, your luggage, items and personal effects carried with you or bought during your trip, outside your place of primary or secondary residence in case of:

- Theft,
- Total or partial destruction,
- Loss during transportation by a transport company.

#### 2. WHAT ARE THE LIMITS OF OUR COVER?

- For precious items, pearls, jewellery, watches and wearable furs, as well as for any sound and/or image reproduction device and its accessories, hunting rifles and laptops, **the reimbursement value cannot under any circumstances exceed 50% of the amount indicated in the table of cover amounts.**

**In addition, the items listed above are covered only against theft characterised and duly declared as such to a competent authority** (police, gendarmerie, transport company, purser, etc.).

- The theft of jewellery is covered **ONLY** when they are placed in a safety deposit box or when they are worn on your person.
- The theft of any sound and/or image reproduction device and its accessories is **ONLY** covered when they are placed in a safety deposit box or when they are worn on your person.

- If you use a personal vehicle, the risks of theft are covered provided that the luggage and personal effects are contained in the boot of the locked vehicle and fully protected from view. **Only burglary is covered.**

**If the vehicle is parked on public roads, the cover is only valid between 7 am and 10 pm.**

#### 2. WHAT WE EXCLUDE

**In addition to the exclusions in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS?", we can not intervene in the following circumstances:**

- **theft of luggage, personal effects and items left unattended in a public place or stored in a room available to several persons;**
- **the theft of any sound and/or image reproduction device and its accessories when they have not been placed in a locked safety deposit box, even though they are not being worn, which means that these devices are not covered when they are entrusted to any transport company (air, sea, rail, road, etc.);**
- **forgetting, loss (except by a transport company), exchange;**
- **theft without burglary duly reported and recorded by an authority (police, gendarmerie, transport company, purser, etc.);**
- **Accidental damage caused by spillage of liquids, fats, colorants or corrosives contained in your luggage;**
- **confiscation of property by the authorities (customs, police);**

- damage caused by moths and/or rodents as well as by cigarette burns or by a non-incandescent heat source;
- theft committed in a convertible, station wagon or any other vehicle that does not contain a safe;
- sales representatives' collections and samples;
- theft, loss, forgetting or damage to cash, documents, books, tickets and credit cards;
- theft, loss, forgetting or damage to identity documents: passport, identity card or residence permit, registration certificate and driving license;
- theft of jewellery when it has not been placed in a locked safety deposit box while it is not being worn, which means that the jewellery is not covered when it is entrusted to any kind of transport company (air, sea, rail, road, etc.);
- breakage of fragile items such as porcelain, glass, ivory, pottery, marble items;
- indirect damage such as depreciation and deprivation of enjoyment;
- the following items: any prostheses, equipment of any kind, bicycles, trailers, value securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobile telephones, sporting items, musical instruments, food products, lighters, pens, cigarettes, spirits, art objects, cosmetics and photo film.

### 3. UP DO WHAT AMOUNT DO WE COVER?

The amount shown in the table of cover amounts is the maximum reimbursement for all claims that occur during the cover period.

**One deductible per file is indicated in the cover amounts table.**

### 4. HOW IS YOUR COMPENSATION CALCULATED?

You are compensated on proof and on the basis of the replacement value by equivalent objects of the same nature, minus wear and tear.

In no case shall the proportional rule of capital provided for in Article L. 121-5 of the French Insurance Code be applicable.

**Our reimbursement will be made net of any reimbursements obtained from the transportation company and the deductible.**

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

Your insurance claim must reach us within 5 working days except in case of a fortuitous event or force majeure; if this deadline is not complied with and we thereby suffer prejudice, you will lose any right to compensation.

Your insurance claim must be accompanied by the following:

- The complaint receipt in the event of theft or theft declaration to a competent authority (police, gendarmerie, transport company, purser, etc.) if it concerns theft during the stay or loss by a transport company;
- The report of loss or destruction made to the carrier (maritime, air, rail, road) if your luggage or items were lost, damaged or stolen during the period when they were in the legal custody of the carrier.

In case of failure to present these documents, you incur the forfeiture of your rights to compensation.

Insured sums cannot be considered as proof of the value of the property for which you are claiming compensation or as proof of the existence of such property.

You are required to justify, by any means in your power and by any documents in your possession, the existence and value of this property at the time of the loss, as well as the extent of the damage.

If you knowingly, as justification, use inaccurate documents or fraudulent means or make false or reluctant statements, you will be deprived of any right to compensation, without prejudice to the lawsuits that we would then be entitled to bring against you.

### 6. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE LUGGAGE, ITEMS OR PERSONAL EFFECTS?

You must notify us immediately by registered letter, as soon as you are informed:

- if we have not paid the compensation yet, you must repossess such luggage, items, or personal effects; we are only required to pay for any damage or missing items;
- if we have already compensated you, you can opt within 15 days:
  - either for the surrender of such luggage, items or personal effects for our benefit,
  - or for the return of such luggage, items or personal effects against the return of the compensation you received minus, if applicable, the portion of compensation corresponding to the damage or missing items.

If you have not chosen within 15 days, we will deem that you have opted for surrender.

## REPATRIATION ASSISTANCE

ENTRY INTO EFFECT	EXPIRATION OF COVERS
Repatriation Assistance: the expected day of departure – organiser's place of convocation	Repatriation Assistance: the expected day of return from the trip (place of group dispersal)

If you find yourself in one of the situations mentioned below, we, in accordance with the General and Special Provisions of your policy, will implement the services described, upon a mere telephone call (PCV accepted from abroad) an e-mail, a telex, a fax, or a telegram.

In all cases, the assistance decisions and the choice of appropriate means will be taken exclusively by our doctor, after contact with the attending doctor on location and, possibly, the family of the beneficiary. Only the medical interest of the beneficiary and compliance with the health regulations in force will be taken into account to make the transport decision, and to choose the means used for this transport and the place of hospitalisation.

**In no event can we substitute for local emergency relief bodies.**

### 1. WHAT DO WE COVER?

- **Medical repatriation and transport:** If you are ill or injured and your state of health requires a transfer, we organise and cover your repatriation to your home in Europe or the hospital closest to your home and suitable for your state of health.

Depending on the seriousness of the case, the repatriation or transport is carried out under medical supervision, if necessary, by the most appropriate means:

- special medical flight,
- regular airliner, train, sleeping car, boat, ambulance.

- **Accompaniment during medical repatriation or transport:** If you are transported under the above conditions, we will arrange and cover the additional costs of transporting your insured family members or a person insured under this policy and accompanying you, if the transport tickets intended for their return to Europe cannot be used because of your repatriation.

- **Presence in case of hospitalisation:** If you are hospitalised and your state of health does not allow you to be repatriated before 7 days, we will organise and cover the transportation costs of a family member or a designated person, who has remained in Europe, to get to your bedside.

We also cover the hotel costs of this person up to the amount indicated in the table of cover amounts.

- **Extension of hotel stay:** If your state of health does not justify hospitalisation or medical transport and you cannot undertake your return on the date originally planned, we cover your additional costs of stay at the hotel as well as those of your insured family members or a person insured under this policy and accompanying you, up to the amount indicated in the table of cover amounts.

As soon as your state of health allows, we organise and cover your additional transportation costs and possibly those of your insured family members or an insured person who has stayed near you, if the tickets intended for your and their return to Europe cannot be used because of this event.

- **Hotel costs:** We reimburse hotel costs to a person accompanying you within the limit of the amount indicated in the table of cover amounts, in the following cases:
  - You are hospitalised in a city different from the one provided for on your registration form.
  - You die and one of your companions wishes to stay with the body for the time needed to complete administrative procedures.
- **Supplementary reimbursement of medical, surgical, pharmaceutical and hospitalisation expenses abroad.** We reimburse you, after intervention of Social Security or any other insurance body, the costs you have borne up to the amount indicated in the table of cover amounts.

We also cover, under the same conditions, minor dental care up to the amount indicated in the table of cover amounts.

A deductible indicated in the table of cover amounts is deducted by event and by Member (except dental care).

- **Transportation of the body in case of death**

We organise and cover the transport of the body from the place of sealing of the coffin, in mainland France or abroad, to the place of burial in Europe.

We also cover the additional costs necessary for transport, including the cost of the coffin enabling transport, up to the amount indicated in the table of cover amounts.

Costs of the ceremony, accessories, burial or cremation in Europe shall remain the responsibility of the families.

We will arrange and cover the additional costs of transporting your insured family members or an accompanying person insured under this policy if the tickets intended for their return to Europe cannot be used as a result of this repatriation.

- **Early return**

If you are forced to terminate your trip early in the cases listed below, we will cover your additional transportation costs and those of your insured family members or a person insured under this policy accompanying, if the transport planned for your return to Europe and theirs can not be used as a result of this event.

We intervene in the event of:

- serious illness, serious injury resulting in hospitalisation or death of a member of your family, your professional substitute, the person responsible for the care of your minor children or a disabled person living under your roof, the legal guardian, or of a person who usually lives under your roof;
- serious material damage requiring your presence and affecting your home and professional premises following a burglary, fire or water damage.

- **Payment of search or rescue costs**

We cover, up to the amount indicated in the table of the cover amounts, the costs of search at sea or in the mountains following an event putting your life in danger.

Only fees invoiced by a company duly authorised for these activities may be reimbursed.

- **Return of children aged under 15 years**

If you are ill or injured and no one is able to take care of your children under 15 years of age who are accompanying you, we organise and pay for the return trip of a person of your choice or one of our chaperones to bring them back to your home or that of a member of your family in Europe.

- **Dispatch of medication abroad**

We take all measures to find and dispatch medications for the continuation of a medical treatment in progress prescribed by a doctor, in the event that you have run out of these medications, following an unforeseeable event, and it would be impossible for you to procure them on location or obtain their equivalent.

The cost of these medications will remain at your expense in all cases.

- **Advance payment of medical costs**

If you are outside your country of residence, unable to pay for medical expenses following hospitalisation due to an illness or injury occurring during the cover period, we will intervene at your request to make an advance payment within the limits of our commitments. A letter of undertaking will be requested from your place of stay. This cover ceases from the day we are able to carry out your repatriation or the day of your repatriation to your country of origin. You agree to return the sums advanced as soon as possible and within a maximum of 30 days, and as soon as you or your family receive the reimbursement from Social Security or any other insurance body.

- **Transmission of messages**

We take care of transmitting messages intended for you when you cannot be reached directly, for example, in case of hospitalisation.

In the same manner, upon a call from a member of your family, we can pass on a message that you have left for him/her.

#### You need legal assistance abroad

- **Payment of fees**

We cover, up to the amount indicated in the table of cover amounts, the fees of the legal representatives that you have recourse to, if you are prosecuted for an involuntary breach of the law of the foreign country in which you are located.

- **Advance payment of bail**

If, in the event of an involuntary breach of the law of the country in which you are located, you are required by the authorities to post bail, we will advance it up to the amount indicated in the table of cover amounts.

This advance must be repaid within a month of submission of the reimbursement request that we will send to you.

If the bail is repaid before this time by the authorities of the country, it must be reimbursed to us immediately.

## 2. WHAT ARE THE SPECIFIC EXCLUSIONS TO ASSISTANCE TO PERSONS?

**Under no circumstances can we substitute for local emergency relief bodies.**

**In addition to the exclusions in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS?", we do not cover:**

- **Ongoing convalescences and conditions (illness, injury) not yet consolidated at the start date of the trip;**
- **Pre-existing diagnosed and/or treated conditions that have resulted in hospitalisation within 6 months prior to the request for assistance;**
- **trips undertaken for the purpose of diagnosis and/or treatment;**

- pregnancy except for unforeseeable complications, and in all cases from the 32nd week of pregnancy;
- conditions resulting from the absorption of alcohol, the use of drugs, narcotics and related products not medically prescribed;
- the consequences of suicide attempts;
- to cover medical, surgical, pharmaceutical or hospitalisation costs abroad:
  - costs resulting from an injury or illness medically established before the cover takes effect, unless there is a proven and unforeseeable complication,
  - costs incurred in the treatment of a pathological, physiological or physical condition medically noted before the cover enters into unless there is a proven and unforeseeable complication,
  - costs of internal, optical, dental, acoustic, functional, aesthetic or other prostheses, the costs incurred in metropolitan France and in the overseas departments, whether or not they result from an injury or illness which occurred in France or abroad,
  - the cost of spa treatment and a stay in a nursing home, the costs of rehabilitation,
  - costs incurred without our prior consent,
  - the consequences of voluntary non-compliance with the regulations of the countries visited, or the practice of activities prohibited by the local authorities.

### 3. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF AN INSURANCE CLAIM?

For any assistance request, you should contact us, 24/7:

- By telephone

**From France: 01 45 16 77 18**

**From abroad: +33 (0)1 45 16 77 18**

**Preceded by the local access code to the international network**

- By fax

**From France: 01 45 16 63 92 or 01 45 16 63 94**

**From abroad: +33 (0)1 45 16 63 92 or +33 (0)1 45 16 63 94**

**Preceded by the local access code to the international network**

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

and obtain our prior consent before incurring any expenses, including medical expenses.

For any reimbursement request you must send us the claim form duly completed with supporting documents relating to your reimbursement request.

When we have organised your transport or repatriation, you must return the original transport tickets, which will become our property.

## CIVIL LIABILITY

### ENTRY INTO EFFECT

Civil liability: the expected day of departure – organiser's place of convocation

### EXPIRATION OF COVERS

Civil liability: the expected day of return from the trip (place of group dispersal)

### 1. WHAT DO WE COVER?

We cover the financial consequences of the civil liability that you may incur in relation to, firstly, bodily injury and/or material damage and secondly, consequential non-material damage, accidentally caused to anyone other than a Subscriber or a member of your family, by your own act or that of persons, things or animals of which you have custody, up to the amount minus a deductible indicated in the table of cover amounts.

### 2. WHAT WE EXCLUDE

In addition to the exclusions in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS?", our cover does not apply:

- to damage you have caused or given rise to intentionally;
- to damage resulting from the use of motorised land vehicles, sailing and motor boats, and aerial navigation devices, weapons;
- to damage resulting from any professional activity;
- to the consequences of any material and/or bodily harm to you personally and your family members or any other person who is a Subscriber to this policy;
- to non-material damage except where it is a direct consequence of covered accidental or material damage and/or bodily injury;
- to damage resulting from the practice of aerial sports or hunting;
- to damage caused by buildings or parts of buildings owned, rented or occupied by the Subscriber;
- to damage resulting from fire, water damage and explosions.

### 3. WHAT ARE THE LIMITS OF OUR COVER?

**Transaction – acknowledgment of liability**

**You must not accept any acknowledgment of liability or any transaction without our prior written consent.**

However, mere recognition of the materiality of certain facts is not considered an acknowledgment of responsibility, nor is the mere fact of having provided a victim with urgent assistance where it involves an act of assistance that every person has the moral duty to perform.

**You must notify us within 5 working days, except in case of a fortuitous event or force majeure, of any event liable to incur your civil liability; if this deadline is not complied with and we thereby suffer prejudice, you will lose your cover.**

#### Court Proceedings

In the event of legal action directed against you, we ensure your defence and conduct proceedings for the facts and damages coming under the covers of this policy.

However, you can join our case as long as you can justify your own interest not covered by this policy.

**The mere fact of providing your defense, as a precaution, may in no way be interpreted in itself as an acknowledgment of coverage and does not imply that we agree to cover the harmful consequences of events that are not expressly covered by this policy.**

Even if you do not meet your post-claim obligations, we are obliged to compensate the people to whom you are liable. We reserve, however, in this event, the right to bring a suit against you for reimbursement of all sums we have paid or provided for you.

#### Remedy

Concerning remedies:

- before the civil, commercial or administrative courts, we have free exercise thereof under the covers of this policy;
- before the criminal courts, remedies can only be exercised with your consent;
- if the dispute pending before a criminal court only concerns civil interests, refusal to give your consent for exercise of the remedy envisaged results in the right for us to claim compensation from you equal to the damage which has resulted therefrom for us.

#### Court fees

We pay court fees, receipts and other settlement costs. **However, if you are sentenced for an amount greater than that**

of the cover, each of us will bear these costs in proportion to our respective share in the sentence.

### INTERRUPTION OF STAY COSTS

ENTRY INTO EFFECT	EXPIRATION OF COVERS
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Interruption of stay costs: the expected day of departure – organiser's place of convocation

Interruption of stay costs: the expected day of return from the trip (place of group dispersal)

#### 1. WHAT DO WE COVER?

Following your medical repatriation organised by us or by any other assistance company, we will reimburse you and your insured family members or a person accompanying you insured under this policy, the stay expenses already paid and not used (transport excluded) on a pro rata temporis basis as of the night following the event leading to the medical repatriation (i.e. after application of a one-day deductible).

Likewise, if a member of your family who is not participating in the trip suffers a serious illness, serious bodily injury or death, and, due to this, you are forced to interrupt your stay and repatriate, we will reimburse you and your insured family members or a person accompanying you, on a pro rata temporis basis, the living expenses already paid and unused (excluding transport) as of the night following the date of the early return (i.e. after application of a one-day deductible).

We also intervene in case of theft, serious damage caused by fire, explosion, water damage, or by the forces of nature to your professional or private premises and requiring your presence to take the necessary protective measures. We will reimburse you and your insured family members or a person accompanying you, on a pro rata temporis basis, for the stay expenses already paid and unused (excluding transport) as of the night following the date of early return (i.e. after application of a one-day deductible).

#### 2. WHAT WE EXCLUDE

In addition to the exclusions provided for in the General Provisions, we do not cover interruptions resulting from:

- an aesthetic treatment, a spa treatment, an abortion, an in vitro fertilisation and its consequences;
- a psychological, mental or depressive illness without hospitalisation of less than 3 days;
- epidemics.

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

You must:

- Submit to the Insurer any documents necessary for creating the file and thus prove the validity and the amount of the claim.

In any event, the original copies of the detailed invoices from the tour operator showing the on-the-ground services and transport services will be systematically requested.

If our medical adviser is not provided with the medical information necessary for instruction, the file cannot be settled.

### INDIVIDUAL INJURY

ENTRY INTO EFFECT	EXPIRATION OF COVERS
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Travel injuries: the expected day of departure – organiser's place of convocation

Travel injuries: the expected day of return from the trip (place of group dispersal)

#### 1. WHAT DO WE COVER?

We cover the payment of the compensation provided for in the table of cover amounts in the event of a bodily injury which you may suffer during your trip.

#### What is an injury?

It is the unintentional bodily harm suffered by you as a result of the sudden action of an external cause.

#### 2. UP DO WHAT AMOUNT DO WE COVER?

We pay the amount indicated in the table of cover amounts in the following cases:

- in the event of an accidental death occurring immediately or if the death resulting from the accident occurs within one year of the accident, the lump sum is payable to the beneficiaries you have designated, or failing that, to your assigns;
- In the event of permanent disability, you will receive a lump sum whose amount is calculated by applying to the lump sum indicated in the table of cover amounts, the disability rate determined according to the scale that will be provided to you upon request.

#### 3. WHAT IS THE AGE LIMIT?

Only persons over the age of 16 and under the age of 70 can benefit from the "Travel Injuries" cover.

### DISABILITY SCALE

	RIGHT (1)	LEFT (1)
<b>Total loss:</b>		
- of the arm	75 %	60 %
- of the forearm or hand	65 %	55 %
- of the thumb	20 %	18 %
- of the index finger	16 %	14 %
- of the middle finger	12 %	10 %
- of the ring finger	10 %	8 %
- of the little finger	8 %	6 %
- of the thigh		60 %
- of the leg		50 %
- of two limbs		100 %
- of the foot		40 %
- of the big toe		5 %
- of the other toes		3 %
- of both eyes		100 %
- of visual acuity or of one eye		30 %
Complete, incurable and unusable deafness		15 %
Complete, incurable and unusable deafness in one ear		40 %
Total or incurable insanity		100 %

(1) if it is medically established that you are left-handed, the disability rate provided for the right upper limb applies to the left upper limb and vice versa.

Disability rates not included in the scale are determined by comparing their severity to the cases listed above, regardless of the victim's occupation.

By loss, we mean the complete amputation or total paralysis of the limb considered, or definitive and permanent ankylosis of all the joints that compose it.



#### 4. WHAT WE EXCLUDE

In addition to the exclusions in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERS?", we can not intervene in the following circumstances:

- injuries caused by blindness, paralysis, mental illnesses, as well as any illnesses or infirmities existing at the time of taking out the policy;
- injuries caused by the use of a motorcycle with a cylinder capacity greater than 125 cm<sup>3</sup> as a driver or passenger;
- injuries resulting from your professional activity;
- injuries resulting from the practice of certain sports such as: rock climbing, mountaineering, competitive sledging, scuba diving with self-contained apparatus, skydiving and any aerial sports, including kites or any similar gear, caving, as well as those resulting from training or participation in sporting competitions;
- injuries caused by a transport company unlicensed for the public transport of persons;
- injuries resulting from exercises carried out under military authority.

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

The amount of compensation can only be determined after consolidation, that is to say after the date from which the consequences of the injury have stabilised.

The permanent disability compensable after an injury that affects an already injured limb or organ is equal to the difference between the disability rate determined according to the scale above and the pre-existing disability rate.

If the several injuries are caused by the same event, the overall disability rate used to calculate the amount we pay is calculated by applying to the disability rate above the method used to determine the disability rate in case of an injury at work.

In all cases, the application of the disability scale assumes that the consequences of the injury are not aggravated by the effect of a previous illness or infirmity and that the victim has received appropriate medical treatment following the injury. If this is not the case, the disability rate used for compensation shall be determined taking into account the consequences that the injury would have had on a person who was previously in a normal physical condition and who, following the injury, followed appropriate medical treatment normally.

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

Your insurance claim must reach us within 5 working days except in case of a fortuitous event or force majeure; if this deadline is not complied with and we thereby suffer prejudice, you will lose any right to compensation.

Your claim must be accompanied by at least the following components:

- the initial medical certificate noting the injuries,
- any witness statements regarding the injury,
- the statement or declaration establishing the precise circumstances of the injury's occurrence.

During your treatment, you must submit to monitoring by our medical adviser so that he/she can assess the consequences of the injury. You agree to undergo the medical examinations that he/she decides to perform as well as to provide us with all the components necessary for the investigation of your file.

If you wish, you may be accompanied by a doctor of your choice.

In the event of disagreement concerning the causes of death or injuries or the compensable consequences of the injury, we will submit the dispute to two experts, one chosen by you or your assigns, the other by us subject to our respective rights. In case of discrepancy, a third expert will be appointed, either by mutual agreement, or by the president of the court of first instance of your place of residence ruling in interlocutory proceedings.

Each of us shall bear the costs and fees of our respective expert. The fees of the expert third party shall be borne equally by both parties.

### FLIGHT DELAY

ENTRY INTO EFFECT	EXPIRATION OF COVERS
Transport delay: the expected day of departure – organiser's place of convocation	Transport delay: the expected day of return from the trip (place of group dispersal)

#### 1. WHAT IS THE NATURE OF THE COVER?

The cover provides for the reimbursement of a fixed sum up to the amounts indicated below, if the covered flight has been delayed.

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

In case of delay exceeding 4 hours and upon presentation of supporting documentation, we compensate you on the basis of the hotel night stay, breakfast, meals, refreshments and nearby transfers (beyond 4 hours of deductible) and per person with a maximum of € 150 per person.

This cover only applies if transport companies refuse to provide this service.

#### 3. WHAT ARE THE CONDITIONS FOR GRANTING THE COVER?

The **FLIGHT DELAY** cover is acquired under the following conditions:

- The cover must be taken out the day of booking the stay or purchase of your airline ticket or at the latest 24 hours before the departure day of the covered flight;
- You are required to have paid the corresponding fee;
- Your place of habitual residence must be in metropolitan France, including Corsica, Monaco and Andorra, Switzerland or one of the member countries of the European Union, including the DROM POM COM (new names of the French overseas departments and territories since the constitutional reform of 17 March 2003);
- You are required to have taken the covered flight.

#### 4. WHAT ARE THE OBLIGATIONS TO COMPLY WITH IN CASE OF FLIGHT DELAY?

For the **DELAY** cover to be applicable, you are strictly required beforehand to have the transport company that carried out the trip or, failing this, the authorities of the airport or the train station, complete the insurance claim attached to the Terms and Conditions that were given to you at the time of subscription, and indicate the initial arrival time and the actual arrival time of the covered flight.

You must also affix the stamp of the company or authorities referred to above to the afore-mentioned claim.

If you cannot do this for any reason, the time used for calculating the compensation will be the one indicated by the travel agency or the airline that carried out the flight.

As soon as you return from your trip and at the latest in the following month, you must send to the Claims Manager a copy of your airline ticket, the invoice for the purchase of the covered trip and your boarding pass stub, as well as the afore-mentioned insurance claim duly completed.

#### IMPORTANT:

**If you fail to comply with the obligations listed above, it will be impossible to establish the fact of the flight delay and you cannot be compensated.**

**In addition, if you, in full knowledge, make a false statement or use fraudulent means or inaccurate documents, you will be deprived of any right to compensation.**

## 5. WHAT EXCLUSIONS ARE APPLICABLE TO THIS COVER?

- Wilful or deliberate misconduct by you.
- The direct or indirect consequences of year coding dysfunctions that may affect airport facilities or airlines.
- A state of civil war or foreign war in the country of departure, transfer or arrival of the covered flight.

It is incumbent on us to prove that the flight delay results from one of the facts listed above, except for foreign war, where, according to the provisions of the French Insurance Code, it is incumbent on you to prove that the flight delay results from something other than a foreign war.

## 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 114114-2 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.**