

Campez Couvert



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CAMPEZ COUVERT CANCELLATION COVID EXTENSION GENERAL INSURANCE TERMS AND CONDITIONS

Insurance policy no. 7789
Ref: 22-CPC Annulation + covid- 7789

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

When insurance covers are at stake, the insured must:

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

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

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

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For traditional handling of your cancellation.

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

or

By post:

Gritchen Affinity
Sinistre – Campez couvert
27 Rue Charles Durand – CS70139
F-18021 Bourges Cedex

SCHEDULE OF COVER

COVERS	AMOUNTS
<p>CANCELLATION CHARGES Including:</p> <ul style="list-style-type: none"> ✓ Cancellation for illness declared in the month prior to departure in the event of an epidemic or pandemic ✓ Cancellation if you are declared a contact case in the fourteen days prior to departure ✓ Cancellation when vaccination is impossible ✓ Cancellation for denied boarding following a temperature check or positive PCR and/or antigen-detection test on your arrival at the departure airport 	<p>According to the conditions of the cancellation charges scale Maximum €5,000 per person and €30,000 per event</p> <p>No excess for medical reason Excess: Unless otherwise stated, €15 per rental</p>

TAKES EFFECT	COVER EXPIRES
<u>Cancellation: the day of taking out this policy</u>	<u>Cancellation: the start day of the stay</u>

Deadline for taking out policy

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

CANCELLATION FEES

1. WHAT WE COVER

We reimburse down payments or all sums retained by the trip organiser (minus an excess stated in the Schedule of Cover) and invoiced according to its general terms and conditions of sale (excluding administrative costs, visa expenses, the insurance premium and all taxes), when you are obliged to cancel your trip before you leave (on the outward journey) in the circumstances provided for below.

2. WHEN DO WE INTERVENE?

Cover provides for an insured reserving party to be reimbursed any sums actually paid that are not reimbursable by the service provider under its general terms and conditions of sale up to the limit of the sums provided for in the "Schedule of Cover", where the insured reserving party is forced to cancel his stay solely for one of the reasons listed below, making it impossible for him to benefit from the booked stay:

• **Serious illness (including serious illness following an epidemic or pandemic declared within thirty days prior to departure), serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness of accident, noted before booking your trip, of:**

- yourself, your legal or de facto spouse, your ascendants, descendants (any degree), your guardian or any person usually living under your roof,
- your brothers and sisters, including the children or the spouse or live-in partner of one of you direct ascendants, brothers- and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law,
- your professional replacement named when booking,
- The person named when taking out this policy responsible, during your trip, of looking after or taking on holiday your underage children, or the disabled person living under your roof, subject to hospitalisation of more than 48 hours or death.

• **Death of your uncle, aunt, nephews and nieces.**

• **If you are declared a "contact case following a Covid-19-type epidemic or pandemic" in the 14 days prior to departure.**

- You should provide a supporting document issued by an official body stating that you are a "contact case". No indemnity will be possible when this document is not provided.

• **If you are denied boarding following a temperature check, or a positive PCR and/or antigen detection test on your arrival at the departure airport.** (A supporting document issued by the transport company that refused boarding, or by the health authorities, should be sent to us; No indemnity will be possible when this document is not provided).

• **Pregnancy complications up to the 28th week:**

- ✓ That cause total stoppage of any professional or other activity and provided that when the stay commences, or,
- ✓ If the very nature of the trip is incompatible with the state of pregnancy, provided that you are unaware of your state at the time of registering.

• **Impossibility of vaccination against a Covid-19-type epidemic or pandemic**

- ✓ if, when you took out this policy, your destination country did not make vaccination mandatory and, when it was mandatory, you no longer had time to be vaccinated enabling you to travel.
- ✓ a contra-indication to vaccination, consequences of vaccination or a medical inability to take the preventive treatment required for your chosen travel destination.
- ✓ Postponement of the appointment date for vaccination against epidemics or pandemics made mandatory by the health authorities provided that:
 - The vaccination appointments were scheduled beforehand by the insured prior to the start of the insured trip
 - The postponed of the date made mandatory by the health authorities is rescheduled during the insured's trip

It is up to you to establish the reality of the situation giving rise to the right to our services and

we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

- **Contra-indication to vaccination, vaccination after-effects** or a medical inability to take the preventive treatment required for the destination chosen for your trip.
- **Redundancy** involving you or your de facto or common-law spouse, provided that the procedure was not initiated on the date this Policy was taken out or that you were unaware of event when the policy was taken out
- **Summons before a court, only in the following cases:**
 - Juror or witness of Assizes,
 - Nominate as an expert:Provided that you are summoned on a date coinciding with the travel period.
- **Summons with a view to adopting a child** for the duration of your insured stay and provided that the summons was not known when the Policy was taken out.
- **Summons to re-sit a higher-education exam** following failure that was unknown when the reservation was made or the policy was taken out, provided the exam in question is scheduled during the insured trip.
- **Summons for an organ transplant** of yourself or your legal or de facto spouse or one of your first-level ascendants or descendants.
- **Theft or serious damage to your essential caravan or camper van** for the stay booked which is unknown when taking out the insurance policy and makes your initially planned stay impossible.
- **Serious damage from fire, explosion or water or caused by the forces of nature** at your business or private premises, where your presence is required without fail to take the necessary precautionary measures.
- **Theft at your professional or private premises** requiring your presence without fail on the day of departure, provided that it occurs the 48 hours preceding the start of the stay.
- **Serious damage to your vehicle** during the 48 working hours **before the first day of the stay** and insofar as it cannot be used to get you to your stay location.

- **Impediment to you reaching the place you are staying** by road, rail, air or sea on the day the stay starts due to:
 - roadblocks ordered by the State or a local authority,
 - flooding or natural event obstructing traffic and certified by the competent authority,
 - Traffic accident during the journey needed to get to your planned stay location, where the damage immobilises the vehicle, as stated in the report by the adjuster.
- **Getting a job** as an employee for **more than six months** that starts before or during the planned dates of your stay (you must have been registered as a job seeker with the Pôle Emploi (French employment agency) on the day of booking your stay (proof of affiliation will be requested) and provided this is not a contract extension or renewal nor an assignment given you by a temporary employment agency.
- **Your divorce or break-up of a PACS (civil solidarity pact)** provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.
25% excess of the amount of the loss.
- **Theft of your identity card, driving licence or passport** within five working days prior to your departure that prevents you from satisfying the mandatory control by the competent authorities for you to reach your stay location.
25% excess of the amount of the loss.
- **Cancellation or modification to the paid holiday dates of yourself or your de facto or legal spouse imposed by your employer** for legitimate reason or exceptional circumstances who had officially agreed to them in writing before you booked your stay. The document issued by the employer is required. **This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. This cover also does not apply in case of change of employment.**
25% excess of the amount of the loss.

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

25% excess of the amount of the loss.

- **Visa refusal by the authorities of the destination country** subject to no application having been refused previously by those authorities for the same country. Documentary proof issued by the embassy will be required.

- **Illness requiring psychological or psychotherapeutic treatment including nervous breakdowns** of yourself, your de facto or legal spouse or your direct descendants and requiring a minimum **hospitalisation of three days** when the trip is cancelled.

- **Cancellation by one of the people travelling with you** (maximum nine people) who booked at the same time as you and are insured under the same policy, where the cancellation is due to one of causes listed above. If the person wishes to travel alone, additional expenses are taken into account. Our reimbursement may not exceed the amount due in the event of cancellation on the date of the event.

3. EXTENSION MODIFICATION CHARGES

In the event of modification of the dates of your stay due to a reason listed above, we will reimburse you the costs arising from the postponement of the dates of your covered stay provided for contractually in the terms and conditions of sale. Under no circumstances may this indemnity be greater than the amount of the cancellation charges payable on the date on which the event behind the modification occurred.

Cancellation and modification cover cannot be combined

4. WHAT WE EXCLUDE

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

Apart from the exclusions appearing in the section "WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS?", the following are also excluded:

- Any event, illness or accident that has already been noted, relapse, aggravation or hospitalisation between the date of purchase of the stay and the date the insurance policy was taken out,
- Any circumstance detrimental to mere enjoyment,
- Pregnancy and in all circumstances, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences, together with the complications due to the state of pregnancy beyond the 28th week,
- Forgotten vaccination,
- Default of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,
- Too little or too much snow,
- Any medical event of a mental, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than three consecutive days after taking out this policy,
- Pollution, local health situation and natural disasters covered by the procedure referred to in Law 82-600 of 13 July 1982 as well as their consequences, meteorological or climatic events,
- The consequences of criminal proceedings against you,
- Any other event occurring between the date when the insurance policy was taken out and the date of departure for your trip
- Any event occurring between the date of registering for the trip and the date when the insurance policy was taken out.
- The absence of hazard,
- An intentional and/or reprehensible act under the law, the consequences of alcoholic states and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, drugs and treatments not prescribed by a doctor,
- The simple fact that the geographical destination of the trip is not recommended by the Ministry of Foreign Affairs of the insured's country,
- An act of negligence by you,
- Any event for which the trip organiser may be responsible or liable in accordance with the Tourism Code in force,
- Failure to present, for any reason whatsoever, documents essential to the stay, such as

passport, driving licence, identity card, visa, travel documents, vaccination record, except in case of theft within the 48 hours preceding departure

5. HOW MUCH COMPENSATION DO WE PAY ?

We cover the amount of the cancellation charges incurred on the day of the event that may give rise to the cover, in accordance with the General Terms and Conditions of Sale of the trip organiser, with a maximum and an excess as indicated in the Schedule of Cover.

The insurance premium is never refundable..

6. HOW LONG DO YOU HAVE TO DECLARE THE LOSS?

1/ *Medical reasons:* you should declare your loss as soon as it is proven and have a competent medical authority certify that your state of health is serious enough to contra-indicate your trip.

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

For any other reason for cancellation: you should declare your loss as soon as you become aware of the event that may give rise to the cover. If your trip cancellation falls after that date, our reimbursement will be limited to the cancellation charges applicable at the date of the event (calculated on the basis of the trip organiser's scale of charges).

2/ Also, if the loss has not been declared to us directly by the travel agent or the organiser, you should advise us within five working days following the event leading giving rise to the cover.

7. WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

Your must be accompanied by:

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

You should let us have the medical details and documents needed to process for your claim file,

using the envelope pre-printed with the name and address of the medical examiner that we will send you as soon as we receive the declaration of loss and the medical questionnaire to be filled in by your doctor.

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

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

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

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

You should send your declaration of loss to us at:

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

→ General Provisions

Like any insurance policy, this one comprises mutual rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set forth in the following pages.

This is a collective damage insurance policy taken out by Gritchen Affinity with MUTUAIDE ASSISTANCE with optional membership.

Appendix to Article A. 112-1

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

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

- you took out the policy for non-professional purposes;
- the policy came with the purchase of goods or a service sold by a supplier;
- you can show that you are already covered for one of the risks covered by this new policy;
- the policy you wish to cancel has not been fully established;
- you have not declared any loss covered by this policy.

If this situation, you can exercise your right to cancel this policy by letter or in any lasting medium sent to the insurer of the new policy, together with documentary proof that you already have cover for one of the risks covered by this new policy. The insurer must reimburse you the premium paid within thirty days of your cancellation.

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

Additional information:

The cancellation letter (suggested template below) to exercise this right must be sent by letter or any other lasting medium to Gritchen Affinity - 27 rue Charles Durand - CS70139 - F-18021 Bourges:

"I, the undersigned, Mr/Mrs/Ms.....residing athereby cancel my policy no.....taken out with MUTUAIDE ASSISTANCE in accordance with Article L 112-10 of the French Insurance Code. I hereby certify that on the date of sending this letter,

I am unaware of any loss bring a cover under the policy into play.»

Consequences of cancellation:

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

In the event of cancellation, you are only liable to pay the part of the premium or contribution for the period during which the risk was covered, with this period being calculated up to the cancellation date.

The full premium or contribution will, however, be payable to the insurance company if you exercise your cancellation right when a loss of which you were unaware occurs, thereby bringing the policy cover into play during the cancellation period.

Provisions common to all covers

DEFINITIONS AND SCOPE OF APPLICATION

Quarantine

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

We, the Insurer

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

Serious bodily injury

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

Attack

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

This “attack” will have to be recognised by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider it as

one and the same coordinated action, this event will be considered as one and the same event.

Insured

Natural person or groups duly insured under this policy and hereinafter referred to as “you”.

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

Injury

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

Natural disaster

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

COM

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

Insured stay

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

Domicile

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

DOM-ROM, COM and *sui generis* communities

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

DROM

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

Duration of covers

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

Basic necessities

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

Epidemic

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

European Economic Area (EEA)

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

Foreign

Any country outside your home country.

Europe

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

Events covered for assistance

Illness, injury or death during covered travel.

Events covered for insurance

- ✓ Cancellation

Excess

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

Long-haul:

“Long-haul” refers to travel to countries not listed in the “Medium-haul” definition.

Illness

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

Serious illness

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

Maximum per event

In the event that the cover is exercised in favour of several insured victims of the same event and insured under the same specific conditions, the insurer's cover is, in any event, limited to the maximum amount provided for under this cover, regardless of the number of victims. As a result, indemnity is reduced and adjusted in proportion to the number of victims.

Family members

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

Medium-haul:

“Medium-haul” refers to trips to Europe and the Maghreb countries.

We organise

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

We pay for

We pay for the service.

Invalidity

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

Precious items

Pearls, jewelry, watches, worn furs, as well as any sound and/or image reproduction device and their

accessories, hunting rifles, fishing equipment, laptop computers.

Pandemic

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

Quarantine

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

Loss

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

Territoriality

Worldwide.

WHAT IS THE GEOGRAPHICAL SCOPE OF THE POLICY?

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

WHAT IS THE TERM OF THE POLICY?

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

Under no circumstances can the cover last more than three months from the day of departure.

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

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

WHICH GENERAL EXCLUSIONS APPLY TO ALL OUR COVERS?

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

- ◆ **Services which have not been requested during the trip or which have not been organised by us, or in agreement with us, do not give the right, subsequently, to a refund or indemnity,**
- ◆ **Dining and hotel expenses, except those specified in the description of covers,**
- ◆ **Damage intentionally caused by the Insured and damage resulting from his participation in a**

crime, an offence or an altercation, except in the case of self-defence,

- ◆ The amount of convictions and their consequences,
- ◆ The use of narcotics or drugs not prescribed medically,
- ◆ The state of alcoholic intoxication,
- ◆ Customs duties,
- ◆ Participation as a competitor in a competitive sport or a rally giving the right to national or international ranking which is organised by a sports federation for which a licence is issued, as well as training for these competitions,
- ◆ The professional practice of any sport,
- ◆ Participation in competitions or endurance or speed tests and their preparatory tests, aboard any land, water or air locomotion machine,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any leisure sporting activity,
- ◆ Expenses incurred after the return trip or expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of the motorised vehicle used), air sports, high mountain mountaineering, bobsleigh, hunting of dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary failure to comply with the regulations of the country visited or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or constraints by the public authorities,
- ◆ Use by the Insured of air navigation instruments,
- ◆ The use of war devices, explosives and firearms,
- ◆ Damage resulting from wilful or intentional misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics, pandemics, pollution, natural disasters, unless otherwise stipulated,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy.

Under no circumstances may the liability of MUTUAIDE ASSISTANCE be engaged for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or due to events such as civil or foreign war, riots or popular

movements, lockouts, strikes, terrorist attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of an atomic nucleus, the explosion of radioactive nuclear devices and the effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous or force majeure event, as well as their consequences.

In the event of disagreement or dissatisfaction with the implementation of your policy, please contact GRITCHEN AFFINITY by writing to Claims Department, 27 rue Charles Durand, F-18000 BOURGES or by e-mailing : reclamations@gritchen.fr for the Insurance covers listed below:

- ✓ Cancellation

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

MUTUAIDE
Insurance Department
TSA 20296
94368 Bry sur Marne Cedex

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

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

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

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

COLLECTION OF DATA

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

- the answers to the questions asked are mandatory and that in the event of false declarations or omissions, the consequences for him may be invalidity of the policy taken out (Article L 113-8 of the French Insurance Code) or the reduction of indemnities (Article L 113-9 of the French Insurance Code),

- The processing of personal data is necessary for acceptance and execution of his policy and covers, the management of commercial and contractual relationships and the performance of legal, regulatory or administrative provisions in effect.

- The data collected and processed are kept for the period necessary for execution of the policy or the legal obligation. This data are then archived in accordance with the durations specified by the provisions relative to time limits.

- The recipients of his personal data are, within the limits of their powers, the services of the Insurer in charge of signature, management and execution of the Insurance Policy and covers, its delegates, agents, partners, sub-contractors and reinsurers, within the framework of their duties.

They can also be sent, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators.

Information concerning him may also be transmitted to the Underwriter, as well as to all persons accredited as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorised to receive it as well as departments in charge of control such as statutory auditors, auditors and departments in charge of internal control).

- In its capacity as a financial organisation, the Insurer is subject to the legal obligations resulting mainly from the French Monetary and Financial Code with regard to money laundering and against the financing of terrorism and, as such, it monitors policies, which may culminate in the drafting of a declaration of suspicion or a measure of freezing of assets.

The data and documents concerning the Insured are kept for a period of five (5) years from the end of the policy or termination of the relationship.

- His personal information may also be used within the framework of processing to fight against insurance fraud, which may lead, if applicable, to registration on a list of persons presenting a risk of fraud.

This registration may have the effect of extending examination of his file, or even the reduction or refusal of the benefit of a right, benefit, policy or service offered.

In this context, personal data concerning him (or concerning persons or parties who are interested in the policy) may be processed by any authorised

persons working within the entities of the Insurer Group in the context of the fight against fraud. These data may also be intended for the authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officials, ministerial officers; third-party organisations authorised by a legal provision and, if applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data are kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert is relevant. In the event of a relevant alert, the data are kept for up to five (5) years following closure of the fraud case, or until the end of the legal proceedings and the applicable limitation periods.

Data of people registered on a list of suspected fraudsters are deleted after five years from being registered on this list.

- In its capacity as insurer, it is entitled to process data relative to violations, condemnations and measures of security, either when taking out the insurance policy, or during the period of execution, or within the framework of handling litigation.

- Personal data may be used by the Insurer for his processing operations with the purpose of research and development to improve the quality or relevance of its future insurance or assistance products and service offers.

- His personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.

- By proving his identity, the Insured has a right of access, rectification, deletion and opposition concerning the data processed. He also has the right to ask to limit the use of his data when they are no longer necessary, or to recover, in a structured format, the data that he has provided when it was necessary for the policy or when he consented to the use of these data.

He has the right to provide instructions on what becomes of his personal data after his death. These instructions, general or specific, concern the storage, removal and communication of his data after his death.

These rights can be exercised with the Insurer's Data Protection Representative:

- by e-mail: at DRPO@MUTUAIDE.fr

or

- by post: by writing to the following address:
Data Protection Representative -

MUTUAIDE ASSISTANCE - 126 rue de la
Piazza - F-93196 Noisy le Grand.

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

SUBROGATION

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

TIME LIMIT

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

However, this period only runs:

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

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

This time limit may be interrupted, in accordance with Article L 114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- Recognition by the debtor of the right of the party against whom the time limit was reached (Article 2240 of the French Civil Code);
- legal action, even in summary proceedings, until termination of the proceedings. The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is cancelled out by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is void if the petitioner withdraws his request or allows

the procedure to expire, or if his request is definitively rejected (Article 2243 of the French Civil Code);

- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the French Civil Code).

It is recalled that:

Notification made to one of the joint debtors regarding legal action or an act of forced execution, or recognition by the debtor of the right of the party against whom the time limit had expired interrupts the time limit against all the others, even against their heirs.

However, notification made to one of the heirs of a joint debtor or the recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit with regard to the other co-debtors, for the part owed by this heir.

To interrupt the time limit period for the whole debt, with regard to the other co-debtors, it is necessary to notify all the heirs of the deceased debtor or to recognise of all these heirs (Article 2245 of the French Civil Code).

Notification made to the principal debtor or his recognition interrupts the time limit against the guarantor (Article 2246 of the Civil Code).

The time limit can also be interrupted by:

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

SETTLEMENT OF DISPUTES

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

FALSE DECLARATIONS

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

- **Any reluctance or intentionally false declaration on your part will render the**

policy null and void. We shall retain any premiums paid and we shall be entitled to demand payment of the premiums due, as provided for in Article L 113.8 of the French Insurance Code.

- Any omission or inaccurate declaration by you for which bad faith is not established results in the termination of the policy ten days after the notification is sent to you by registered letter and/or the application of the reduction in indemnities of the French Insurance Code, as indicated in Article L 113.9.

REGULATORY AUTHORITY

The authority responsible for overseeing MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4 place de Budapest – CS 92 459 – F-75436 Paris Cedex 9.