

**CAMPEZ COUVERT GENERAL CONDITIONS**

*Table of sums covered*

<u>Cover</u>	<u>Amounts</u>
<b>CANCELLATION CHARGES</b>	Pursuant to the conditions of the cancellation expenses scale
	Maximum of €5,000 per person and €30,000 per event
Excess	Unless otherwise stated, €15 per rental
<u>Cover</u>	<u>Amounts</u>
<b>MODIFICATION FEE</b>	Maximum of €2,000 per person and €10,000 per event
<u>Cover</u>	<u>Amounts</u>
<b>LATE ARRIVAL</b>	Reimbursement of unused land services on a <i>pro rata temporis</i> basis of the rental with a maximum €4,000 per rental or camping space and one full tank per event of €25,000 Excess: 1 day
<u>Cover</u>	<u>Amounts</u>
<b>TRIP INTERRUPTION EXPENSES</b>	Reimbursement of unused land services on a <i>pro rata temporis</i> basis including any cost of cleaning the vehicle in the event of early return Excess: 1 day
	Maximum of €4,000 per person and €25,000 per event
<u>Cover</u>	<u>Amounts</u>
<b>REPLACEMENT VEHICLE following a breakdown, damage to the vehicle or theft during the stay.</b>	Cover for a replacement vehicle of a similar type to the immobilised vehicle for maximum 3 consecutive days

The other cover indicated above is applicable throughout the trip corresponding to the invoice issued by the organiser with a maximum of 90 days as of the date of departure on the trip.

**Time limit for subscription**

In order for the Cancellation cover to be valid, this contract should be taken out simultaneously with the booking of the flight, or before the beginning of the cancellation expenses scale.

**HOW TO DECLARE A LOSS (i.e. HOW TO FILE A CLAIM)**

When the insurance cover is likely to be invoked, the insured party must:

- Give Gritchen Affinity written notice of any loss likely to result in a claim within **10 working days** (this period is reduced to two days where theft is involved).

These time periods start to run when the insured party becomes aware of a loss that qualifies for cover.

After this period, the insured party forfeits any rights to compensation if the delay has caused a loss to the Company.

Inform Gritchen Affinity on your own initiative of any cover taken out with other insurers for the same risk.

**For fast, up-to-the-minute handling of your insurance claims**

Go to:

[www.campez-couvert.com/sinistre](http://www.campez-couvert.com/sinistre)

You can send your supporting documents and monitor the progress of your claim.

**For more traditional handling of your insurance claims:**

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

or

By letter: Gritchen Tolède Associés  
Sinistre –Campez couvert  
27 Rue Charles Durand – CS70139  
18021 Bourges CEDEX

→ **Cancellation fees**

<b>Effective date</b>	<b>Cover expires</b>
<b>Cancellation:</b> the day of subscription to the present contract	<b>Cancellation:</b> the day of arrival at the place you are staying – the place the group has to report to (outward journey)

**WHAT DO WE COVER?**

We reimburse down payments or all sums retained by the travel or trip organiser (minus an excess stated in the table of the amounts of cover) and invoiced pursuant to the said organiser's general terms of sale (to the exclusion of administrative costs, visa expenses, the insurance premium and all taxes and duties), when you are obliged to cancel your trip before you leave (on the outward journey).

**UNDER WHAT CIRCUMSTANCES DO WE INTERVENE?**

Cover provides for insured reserving parties to be reimbursed any sums they have effectively paid that are not reimbursable by the service provider under these general terms of sale up to the limit of the sums provided for in the "Table of sums covered" where insured reserving parties are compelled to cancel their stay solely for one of the reasons listed below, making it impossible for them to take part in the reserved stay:

**Serious illness, serious accident or death**

**including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out** of yourself, your legal or *de facto* spouse, your ascendants or descendants to the 2<sup>nd</sup> degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, of the person accompanying you during your stay and identified by name and insured under this contract.

**Serious illness, serious accident or death**

**including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out** of the person replacing you at work and identified by name when the contract was taken out, to the person responsible during your stay for looking after your underage children, any disabled person under your legal guardianship and who lives under the same roof as you.

**Death**

Of your uncle, aunt, nephews and nieces.

**Complications of pregnancy occurring before the 7th month of pregnancy**

Of one of the people participating in the trip and insured under this contract, which results in the absolute stopping of any work or other activity.

**Contraindication for or after-effects of vaccinations**

Of one of the people participating in the trip and insured under this contract.

**Redundancy or termination of employment contract**

Of yourself or your legal or *de facto* spouse who is insured by this contract, provided that the procedure had not started before the contract was signed.

**Summons before a court, in the following cases only:**

- Witness or jury member
- Appointment as an expert witness

Provided you are summoned on a date that coincides with the duration of the trip.

**Summons with a view to adopting a child**

Provided you are summoned on a date that coincides with the duration of the trip.

**Summons to re-sit an exam**

Following failure that was not known when the reservation was made or the contract was signed (higher education only), provided the exam in question is held during the trip.

**Summons for an organ transplant**

Of yourself or your legal or *de facto* spouse or one of your ascendants or descendants in the 1<sup>st</sup> degree.

**Serious damage caused by fire, explosion or water**

or caused by the forces of nature at your business or private premises and implying the absolute necessity of your being present to take protective measures.

**Theft or burglary on business or private premises**

provided that the scale or importance of the theft requires your presence and that the theft takes place within the 48 hours before departure.

**Serious damage to your vehicle**

within the 48 hours before departure and insofar as the vehicle cannot be used to take you to the place you are staying.

**Impediment to you reaching the place you are staying**

by road, rail, air or sea on the day the stay starts

- roadblocks ordered by the State or a local authority,
- public transport strike preventing you from arriving within the 24 hours following the planned start of your stay,
- flooding or natural event obstructing traffic (certified by the competent authority),
- traffic accident during the journey needed to get to your planned holiday destination, the damage caused resulting in immobilisation of the vehicle (proved by report by an appraiser).

**Getting a job**

as an employee for a period of more than 6 months and starting during the planned dates of your stay (you must have been registered as unemployed and provided this is not the extension or renewal of your employment contract or an assignment given you by a temporary employment agency).

**Your separation (civil union or marriage)**

In the event of divorce or separation (civil union) provided the case was submitted to the courts before the trip was booked (official document required as proof).

**Excess 25% of the value of the claim.**

**Theft of your identity card, driving licence or passport**

within 5 working days prior to your departure, making it impossible for you to complete the border crossing formalities required by the competent authorities.

**Excess 25% of the value of the claim.**

**Cancellation or modification to the paid holiday dates of yourself or your *de facto* or legal spouse imposed by your employer**

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 people, craftspeople or part-time entertainment workers.**

**You remain liable for an excess of 25%.**

**Change of job**

Imposed by your superiors and for which you have not requested (**does not apply to heads of companies, self-employed people, craftspeople or part-time entertainment workers**).

**You remain liable for an excess of 25%.**

**Visa refusal by the authorities of the country**

subject to no application having been previously refused by those authorities for the same country. Documentary proof issued by the embassy is required

**Natural disasters (as defined by French Act No. 86-600 of 13 July 1986 as amended)**

occurring in the place you are staying and resulting in prohibition on staying at the site (town, neighbourhood, etc.) by the local or prefectural authorities during all or part of the period shown on the reservation contract and occurring after the present contract was taken out.

**Site access prohibited**

(Town, neighbourhood, etc.) within a radius of five kilometres around the place you are staying, issued by the local or prefectural authorities following pollution of the sea or an epidemic.

**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 3 days** at the time the trip is cancelled.

**Cancellation by one of the people travelling with you**

(Maximum 9 people) who registered at the same time as you and insured under the same contract 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 owed in the event of cancellation on the date of the event.

**EXTENSION OF MODIFICATION FEES**

In the event of modification of the dates of your stay due to a reason listed above, we will reimburse you for the costs occasioned by the postponement of the dates of your insured stay provided for contractually in the Conditions of Sale.

Under no circumstances may the compensation paid be greater than the value of the cancellation fees due on the date on which the event at the origin of the modification occurred.

**Cancellation and modification cover cannot be combined**

**CANCELLATION FEES FOR BOOKING MADE LESS THAN 15 DAYS BEFORE DEPARTURE**

In the event of the cover being taken out at the last minute (less than 15 days before departure), we will only cover cancellation fees resulting from the following events, and no other:

Cover provides for reimbursement of cancellation fees or modification of a stay up to the value of the sums given in the Table of Sums Covered above for which you remain liable and which are invoiced by the Service Provider in application of the General Conditions of Sale, minus transport taxes (such as aviation taxes), insurance premiums and handling charges if you cannot travel for one of the following reasons:

**Serious illness, serious accident or death**

**including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out** of yourself, your legal or *de facto* spouse, your ascendants or descendants to the 2<sup>nd</sup> degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, of the person accompanying you during your stay and identified by name and insured under this contract.

**Serious illness, serious accident or death**

**including relapse, worsening of a chronic or pre-existing condition as well as the results or after-effects of an accident that occurred before the contract was taken out** of the person replacing you at work and identified by name when the contract was taken out, to the person responsible during your stay for looking after your underage children, any disabled person under your legal guardianship and who lives under the same roof as you.

**EXTENSION OF MODIFICATION FEES**

In the event of modification of the dates of your stay due to a reason listed above, we will reimburse you for the costs occasioned by the postponement of the dates of your insured stay provided for contractually in the Conditions of Sale.

Under no circumstances may the compensation paid be greater than the value of the cancellation fees due on the date on which the event at the origin of the modification occurred.

**Cancellation and modification cover cannot be combined**

**WHAT WE EXCLUDE**

*In addition to the exclusions appearing in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVER PACKAGES? we cannot intervene if the cancellation results from:*

- sickness requiring psychiatric or psychotherapeutic treatment, including nervous breakdowns not having required hospitalisation for at least 3 days at the time of cancellation of the trip/travel*
- forgetting to be vaccinated*
- Complications due to pregnancy occurring after the 6th month of pregnancy and under all circumstances pregnancy, abortion, childbirth, *in vitro* fertilisations and their consequences*
- non-presentation of identity card or passport, regardless of the reason*
- diseases or accident that are established for the first time, or that are the subject of relapse or worsening, or of hospitalisation between the date of purchase of your trip or travel and the date the insurance contract was taken out*
- strikes and action taken by agents of the organiser of the trip and/or the subscriber, and/or having started before the effective date of the contract or for which public notice had been given before this date*
- defaulting of any kind, including financial, by the organiser of your trip, or by the carrier, preventing them from meeting their contractual obligations.*

*In addition, we never intervene if the person who causes the cancellation is hospitalised at the time of booking of the trip/travel or of taking out the contract.*

**FOR WHAT AMOUNT DO WE INTERVENE?**

We intervene for the amount of the cancellation expenses **incurred at the date of the event** that can lead to application of the cover, pursuant to the General Sales Conditions of the travel organiser, with a maximum and an excess as indicated in the table of the amounts of cover.

The insurance premium is never refundable.

#### **WITHIN WHAT TIME LIMIT SHOULD YOU DECLARE THE LOSS?**

1/ *Medical reasons:* you should declare your loss **as soon as a competent medical authority establishes that the seriousness of your state of health would contraindicate your trip**

If your cancellation is subsequent to such a contraindication to travel, our reimbursement will be limited to the cancellation expenses applicable at the date of the contraindication (calculated on the basis of the travel organiser's scale with which you acquainted yourself on enrolling on the trip)

*For any other reason for cancellation:* you should declare your loss as soon as you become aware of the event that might lead to application of the cover. If your trip cancellation falls after that date, our reimbursement will be limited to the cancellation expenses applying on the date of the event (calculated on the basis of the travel organiser's scale of charges, of which you were apprised when you signed up).

2/ In addition, if the claimable loss has not been declared to us directly by the travel agent or by the organiser, you should inform us within 5 business days following the event leading to application of the cover. For that purpose, you should send us the declaration of loss (claim form) enclosed with the insurance contract that has been given to you.

#### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?**

Your declaration of loss (claim) should be accompanied by the following documents:

- 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,
- Under other circumstances, any documentary proof.

**You should let us have the medical details and documents necessary for your claim file to be examined, 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 such documents or details, 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 pre-printed envelope addressed to the medical advisor, any information or documents requested to prove the reasons for your cancelling, in particular:**

- All photocopies of prescriptions for drugs, 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 sick pay,
- 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 contract,
- the enrolment slip issued by the travel agent or organiser,
- in the event of an accident, you should specify the causes and circumstances and provide us with the names and addresses of those who are liable, and, where applicable, of witnesses.

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 lose your rights to the cover.

You should send us your claim notification to: Gritchen Tolède Associés, Rue Charles Durand, BP 66048  
18024 Bourges CEDEX

→ Late arrival

Effective date	Cover expires
Late arrival: the day of subscription to this contract	Late arrival: day of departure

**WHAT DO WE COVER?**

We cover you for reimbursement on a *pro rata temporis* basis of the unused period following late entry into possession **by more than 24 hours** of the accommodation rented or hotel room as a consequence of one of the events listed in the cancellation cover.

This cover cannot be combined with cancellation cover.

**WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?**

You should:

- Send the insurer any documents needed to complete the claim and thereby evidence the validity and amount of the claim.

You will always be asked to provide the original of the organiser's detailed invoices showing the land and transport services.

If the medical details necessary for the claim to be examined are not disclosed to our medical examiner, the claim cannot be processed and settled.

You should send us your claim notification to: Gritchen Tolède Associés, Rue Charles Durand, BP 66048 18024 Bourges CEDEX.

→ Interrupted stay expenses

Effective date	Cover expires
Stay cut short: on the scheduled day of departure – at the place to report to indicated by the organiser	Stay cut short: on the scheduled day of return (at the place from which the group disperses)

**WHAT DO WE COVER?**

If you have to interrupt the stay covered by this contract, we undertake to reimburse the unused "outdoor hotel services" together with any cost of cleaning the accommodation which you cannot ask the service provider to reimburse, replace or offset in the event of your being obliged to leave and hand over the camping space to the hotelier as a result of:

**Serious illness or accident or death** of yourself, your legal or *de facto* spouse, your ascendants or descendants to the 2<sup>nd</sup> degree, fathers- and mothers-in-law, sisters, brothers, brothers- and sisters-in-law, sons- and daughters-in-law, your legal guardian or any person who usually lives under your roof, of the person accompanying you during your stay and identified by name and insured under this contract.

**Serious illness or accident or death** of the person replacing you at work and identified by name when the contract is taken out, to the person responsible during your stay for looking after your underage children or any disabled person of whom you are the legal guardian and who lives under the same roof as you and of whom you are the legal guardian.

**Serious damage caused by fire, explosion or water** or caused by the forces of nature at your business or private premises and implying the absolute necessity of your being present to take protective measures.

**Theft or burglary on business or private premises** provided that the scale or importance of the theft requires your presence.

#### WHAT WE EXCLUDE

*In addition to the exclusions provided for in the General Provisions, interruptions consequent upon the following are not covered:*

- *cosmetic treatment, cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences;*
- *a depressive, mental, or psychological illness without hospitalisation or hospitalisation for less than three days;*
- *epidemics.*

#### WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIMABLE LOSS?

You should:

- Send the Insurer any documents needed to complete the claim and thereby evidence the validity and amount of the claim.

In all cases, the originals of the itemised invoices of the travel agent or tour operator showing the land and transport services will be systematically requested of you.

If the medical details necessary for the claim to be examined are not disclosed to our medical examiner, the claim cannot be processed and settled.

You should send us your claim notification to: Gritchen Tolède Associés, Rue Charles Durand, BP 66048  
18024 Bourges CEDEX

#### → Replacement vehicle

Effective date	Cover expires
Replacement vehicle: on the scheduled day of departure – at the place to report to that is indicated by the organiser	Replacement vehicle : on the scheduled day of return – (at the place from which the group disperses)

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

If the vehicle is immobilised for more than 24 hours or the time needed to repair it is greater than 8 hours or the stolen vehicle has not been found within 48 hours, we will provide and pay for a replacement vehicle of a similar type to the immobilised vehicle for maximum 3 consecutive days. Under all circumstances this only applies while the vehicle is immobilised.

Conditions for provision of a replacement vehicle:

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

#### WHAT WE EXCLUDE

**In addition to the exclusions appearing in the section "What are the general exclusions applicable to all of our cover packages?", we cannot intervene or compensate if immobilisation is due to:**

- running out of fuel or using the wrong fuel



- punctured tyres
- losing, mislaying, theft or breakage of keys other than breakage of the key in the vehicle's steering anti-theft system
- repetitive breakdowns of the same type caused by failure to repair the vehicle after our agents have initially intervened during the month preceding the event
- air conditioning problems and breakdowns
- unless stated otherwise in the contract, damage to bodywork that does not result in immobilisation of the vehicle
- consequences of the immobilisation of the vehicle in order to perform maintenance operations
- breakdowns of alarm systems not installed in series

*Our cover excludes reimbursements of:*

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

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

- *motorcycles with an engine capacity of less than 125 cm<sup>3</sup>*
- *les mopeds, auto-cycles*
- *luggage trailers of a total authorised loaded weight of more than 750 kg*
- *non-standard trailers and all trailers other than those intended for carrying luggage, as well as boat trailers and vehicle-carrying trailers*
- *registered motorised quadricycles authorised to be driven without a licence*
- *vehicles intended to carry people for money such as driving-school cars, ambulances, taxis, hearses and other funeral vehicles, hired vehicles*
- *vehicles designed to transport goods and animals*

## → 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

### 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**

<p><b>Gritchen Affinity</b> Rue Charles Durand BP 66048 18024 Bourges CEDEX</p>
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**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).

### 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.

### 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.

### 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.*

## 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.

## 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.

## 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.

## 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).

## 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.

## 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

## **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.

## **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.

## **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.

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

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

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

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

However, this period of limitation applies:

- 1 In the event of reticence/concealment, omission, misrepresentation or inaccurate declaration of the risk run, only from the date on which the Insurer became aware of the said risk;
- 2 In the event of an insurance loss, only from the date on which the interested parties became aware of it, if they can prove they were unaware of it until then.

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

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

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

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

payment of the premium, or by the Insured Person sending one to the Insurer demanding payment of compensation.

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

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

**Additional information:**

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

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

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

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

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

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

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

**Article 2242 of the French Civil Code:**

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

**Article 2243 of the French Civil Code:**

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

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

The period of limitation or the debarment period is also interrupted by protective measures being taken pursuant to the Code des procédures civiles d'exécution (French Code of Civil Enforcement Procedures) (, or by an enforcement being ordered.

**Article 2245 of the French Civil Code:**

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

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the period of limitation with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the period of limitation with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the period of limitation for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all the heirs of the deceased obligee, or all the heirs need to recognise this right.

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

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

**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.

## **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).

## **LANGUAGE USED**

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

## **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).

## **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.**