



INFORMATION LEAFLET  
Cancellation insurance

**INFORMATION NOTICE FOR CANCELLATION INSURANCE CONTRACT NO. 9303**

**HOW TO CONTACT OUR GRITCHEN AFFINITY INSURANCE  
DEPARTMENT**

27, rue Charles Durand - CS701139  
18021 Bourges Cedex

- **On the website: [www.declare.fr](http://www.declare.fr)**
- **by e-mail: [sinistre@declare.fr](mailto:sinistre@declare.fr)**

**Remember to gather the following information, which you will be asked to provide when you submit your application:**

- Your contract number,
- Your first and last name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

**TABLE OF GUARANTEES**

INSURANCE GUARANTEES	CEILING
<p><b>1 / CANCELLATION</b></p> <ul style="list-style-type: none"> <li>✓ Cancellation due to serious illness (including serious illness following an epidemic or pandemic) (A1)</li>   <li>✓ Cancellation due to denied boarding at the airport, the railway station, bus station or port of departure following temperature measurement (A2)</li>   <li>✓ Cancellation if Covid vaccination is missing 19 (A3)</li>   <li>✓ Cancellation for other reasons (A4)</li> </ul>	<p>(A1) According to conditions of sale up to €5,000 per rental/ Excess €30</p> <p>(A2) According to conditions of sale within the limit of 5000 per rental/ Deductible of €30</p> <p>(A3) Subject to conditions of sale within the limit of 5000 per rental / Deductible €30</p> <p>(A4) Excess €30/rental (Deductible of 20% with a minimum of €30 per rental in the event of professional transfer, modification or refusal of paid holiday dates due to the employer, theft of identity card or passport).</p>

## ARTICLE 1 - DEFINITIONS AND SCOPE

### **We, the Insurer**

For insurance cover, the Insurer is MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA au capital de 12 558 240€ - Entreprise régie par le Code des Assurances - Soumise au contrôle de l'Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 RCS Bobigny - TVA FR 31 383 974 086.

### **Serious bodily injury**

Sudden deterioration in health resulting from the sudden action of an external cause unintentional on the part of the victim and certified by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

### **Attack**

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media.

This "attack" must be registered 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 them to be one and the same coordinated action, this event will be considered to be one and the same event.

### **Insured**

Individual or group duly insured under this contract and referred to hereinafter as "you".

For insurance cover, these people must be domiciled in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe.

### **Natural disasters**

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent and recognised as such by the public authorities.

### **COM**

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

### **Home**

For insurance cover, domicile is deemed to be the principal and habitual place of residence in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

### **DOM-ROM, COM and sui generis local authorities**

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

### **DROM**

DROM refers to the French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

### **Duration of guarantees**

- Cancellation" cover takes effect on the day you take out the insurance contract and expires on the day of your departure.

**Epidemic**

Abnormally high incidence of a disease over a given period and in a given region.

**Foreign**

Any country other than your country of residence.

**Events covered by insurance**

- ✓ Cancellation

**Franchise**

Portion of the claim to be paid by the Insured under the contract in the event of compensation following a claim. The excess may be expressed as an amount, a percentage, a day, an hour or a kilometre.

**Group**

All participants listed on the same travel registration form.

**Seasonal rental**

The seasonal rental contracted by the Insured through the Policyholder must meet all of the following conditions:

- the rented premises can be any type of accommodation in a built-up building, including bed and breakfast establishments, holiday homes, etc. caravans, motor homes, houseboats and mobile homes,
- the premises must be located in France or abroad,
- the premises must be furnished,
- the rented premises must not be the Insured's company accommodation,
- the lease must be for a maximum period of 90 consecutive days, non-renewable, for a leisure stay
- the Insured must not be the owner, bare owner or usufructuary of the rented premises.

**Disease**

Sudden and unforeseeable deterioration in health certified by a competent medical authority.

**Serious illness**

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for medication and the cessation of all professional or other activities.

**Maximum per event**

Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, whatever the number of victims. Consequently, compensation is reduced and paid in proportion to the number of victims.

**We organise**

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

**We take care of**

We finance the service.

**Nullity**

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

**Pandemic**

An epidemic that develops over a vast territory, crossing borders and qualified as a Pandemic by the World Health Organisation (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

**Stay**

A Stay means any stay by the Insured of a maximum and non-renewable duration of 90 consecutive days in a seasonal rental.

**Claims**

An event of a random nature likely to trigger cover under this policy.

**Territoriality**

All over the world.

## ARTICLE 2 - DESCRIPTION OF INSURANCE COVER

### 1/ CANCELLATION

You are covered for the reasons and circumstances listed below to the exclusion of all others, up to the limit indicated in the Table of Benefits:

• **Serious illness (including serious illness following an Epidemic or Pandemic), serious bodily accident or death, including the consequences, after-effects, complications or aggravation of an illness or accident, recorded before you booked your trip of :**

- yourself, your legal or de facto spouse, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- your brothers and sisters, including the children of the spouse or cohabiting partner of one of your ascendants brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement nominated at the time of subscription,
- the person designated when taking out this policy, who is responsible during your trip for looking after or accompanying on holiday your minor children, or the disabled person living with you. your home, provided you are hospitalised for more than 48 hours or die.

• **Denied boarding at the airport, railway station, bus station or port of departure following a temperature check** organised by the health authorities of the country of departure or the transport company with which you are travelling.

(Proof from the transport company that denied you boarding, or from the health authorities in the country of departure, must be sent to us; in the absence of this proof, no compensation will be possible).

• **No vaccination against Covid 19**

- ✓ when, at the time of taking out this policy, the country of destination did not require vaccination against Covid 19 for entry into its territory, but at the time of your departure that country does require vaccination against Covid 19 for entry into its territory.  
the law:
  - and you are no longer within the time limit for this vaccination, which will allow you to travel,
  - or if you are unable to have the vaccination because of a medical contraindication.

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the reality of the facts.**

### CANCELLATION OTHER CAUSES

You are covered for the reasons and circumstances listed below, to the exclusion of all others, up to the limit indicated in the Table of Benefits:

• **Your redundancy** or that of your de jure or de facto spouse, provided that the redundancy procedure had not been initiated at the time of taking out this policy and/or that you were not aware of the date of the event at the time of taking out the policy.

• **Your compulsory, unforeseeable summons, which cannot be postponed** by an administration, to a date during the planned trip, provided that the summons was not known at the time the Contract was taken out.

- **Your invitation**, on a date during your trip, **to sit a university make-up exam**, provided that the failure of the exam was not known at the time this Contract was taken out.
- **Serious material damage** requiring your presence on the day of departure to take the necessary precautionary measures, resulting from fire, water damage or natural elements and affecting more than 50% of your private or business premises.
- **Theft from private or business premises**, requiring your presence on the day of departure, to provided that it occurred in the 48 hours prior to departure.
- **Obtaining paid employment or a paid work placement**, starting before or during the dates scheduled for your trip, while you are registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.
- **Your non-disciplinary professional transfer**, imposed by your employer, obliging you to move during your insured stay or in the 8 days prior to your departure and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, **with the exception of members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.**
- **Refusal of a tourist visa** by the authorities of the country chosen for your trip, provided that you have not submitted an application that was refused by these authorities on a previous trip, that your actions enabled them to take a position prior to your trip, and provided that you comply with the constraints required by the administrative authorities of this country.
- **Deletion or change of the date of your paid holiday by your employer.** This cover is granted to salaried employees, **excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.** This leave, which corresponds to an acquired right, must have been agreed in advance in writing by the employer before taking out the Contract.
- **Theft, in the 48 hours prior to your departure, of your identity papers** (passport, ID card) **that are essential for crossing the border(s)** during your trip, provided that a theft report has been made to the nearest police authorities as soon as the theft is known.
- **Serious damage to your vehicle** occurring in the 48 hours prior to departure, and insofar as it can no longer be used to get you to your place of stay / your point of departure.
- **A riot, an attack or an act of terrorism occurring abroad**, in the destination city or cities of your trip, You are covered in the event of a riot, an attack or an act of terrorism, when at least 2 of the 3 following conditions are met:
  - The event resulted in damage to property and personal injury in the destination city or cities of your trip,
  - The French Ministry of Foreign Affairs strongly advises against travelling to the destination city or cities of your trip,
    - The date of your departure is scheduled less than 30 days after the event and no event of the same nature has occurred in the country concerned in the 30 days prior to taking out the policy, the event having to occur after taking out the policy.

In all cases of trip cancellation, the compensation will be paid to you after deduction of a specific excess indicated in the Table of Cover. This excess also applies to persons registered at the same time as you and insured under this Contract.



### **HOW LONG DO YOU HAVE TO REPORT A CLAIM?**

#### **Two stages**

1/ At the first sign of illness, you must notify **ODALYS IMMEDIATELY**.

**If you cancel the trip at a later date with ODALYS, we will only reimburse you the cancellation fees from the date of the contraindication established by a competent authority, in accordance with the cancellation scale shown in the ODALYS special conditions of sale.**

2/ Secondly, you must declare the claim to GRITCHEN AFFINITY - Insurance Department, within five working days of the event giving rise to the guarantee.

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

#### **Your written claim must be accompanied by :**

- a medical certificate and/or an administrative hospitalisation report specifying the origin, nature, date of hospitalisation and the reason for hospitalisation.  
the severity and foreseeable consequences of the disease,

**You must provide GRITCHEN AFFINITY - Insurance Department with the medical documents and information required to investigate your claim, using the pre-printed "Medical Department" envelope that we will send you as soon as we receive the claim form, together with the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you will need to obtain them from your and send them, using the pre-printed envelope referred to above, to GRITCHEN AFFINITY - Insurance department.**

**You must also provide any information or documents requested to justify the reason for your cancellation, and in particular:**

- ✓ all photocopies of prescriptions for medicines, tests or examinations and all documents proving that they have been issued or carried out, and in particular, sickness insurance forms with copies of the corresponding labels for prescribed medicines.
- ✓ statements from the Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original receipted invoice for the debit you are required to pay to the agency or that the latter retains,
- ✓ your insurance policy number,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses,
- ✓ in the event of denied boarding: proof issued by the transport company. who has denied boarding, or by the health authorities; in the absence of this no compensation will be paid).
- ✓ and any other necessary documents.

**It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. If you object to this without a legitimate reason, you will lose your rights to cover.**

### **WHAT WE EXCLUDE**

Cancellation cover does not apply to the impossibility of leaving due to the closure of borders, the organisation of a trip or the cancellation of a trip.  
material, accommodation or safety conditions at the destination.

In addition to the exclusions common to all cover, the following are also excluded:

- ♦ An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalisation between the date the holiday is purchased and the date the insurance policy is taken out,
- ♦ Any circumstance that is simply detrimental to enjoyment,
- ♦ Pregnancy, including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- ♦ Forgetting to vaccinate,
- ♦ Default of any kind, including financial default, on the part of the carrier, making it impossible to perform the contract.  
of its contractual obligations,
- ♦ Too little or too much snow,
- ♦ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- ♦ Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of 13 July 1982 and their consequences, meteorological or climatic events,
- ♦ The consequences of criminal proceedings against you,
- ♦ Any other event occurring between the date on which the insurance contract is taken out and the date on which the insurance contract expires.  
start of your journey
- ♦ Any event occurring between the date of subscription to the trip and the date of subscription to the contract.  
insurance.
- ♦ The absence of hazards,
- ♦ An intentional act and/or an act punishable by law, the consequences of alcoholism and the consumption of drugs, any narcotic substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,
- ♦ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ♦ An act of negligence on your part,
- ♦ Any event for which the travel agency may be held responsible under the terms of the Tourism Code in force,
- ♦ Non-presentation, for any reason whatsoever, of documents essential to the stay, such as passport, identity card, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure.

### ARTICLE 3 - GENERAL EXCLUSIONS

We do not intervene in this case:

- ♦ Services which have not been requested during the journey or which have not been organised by us or in agreement with us do not give entitlement to a refund or compensation after the event,
- ♦ Catering and hotel expenses, except those specified in the text of cover,
- ♦ Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, misdemeanour or brawl, except in the case of legitimate self-defence,
- ♦ The amount of convictions and their consequences,

- ♦ Use of narcotics or drugs not prescribed by a doctor,
- ♦ Alcohol impairment,
- ♦ Customs duties,
- ♦ Participation as a competitor in a competitive sport or in a rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence has been issued, as well as training with a view to these competitions,
- ♦ Professional practice of any sport,
- ♦ Taking part in endurance or speed competitions or events and their preparatory tests, on board any land, water or air vehicle,
- ♦ The consequences of non-compliance with the recognised safety rules associated with the practice of any leisure sporting activity,
- ♦ Expenses incurred after return from the trip or expiry of the guarantee,
- ♦ Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (whatever the motor vehicle used), aerial sports, high mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, potholing, snow sports with an international, national or regional ranking,
- ♦ Deliberate non-compliance with the regulations of the country visited or the practice of activities that are not permitted in that country.  
authorised by the local authorities,
- ♦ Official bans, seizures or coercive measures,
- ♦ The Insured's use of air navigation equipment,
- ♦ The use of weapons of war, explosives and firearms,
- ♦ Damage resulting from intentional or wilful misconduct on the part of the Insured in accordance with article L.113-1 of the French Insurance Code,
- ♦ Suicide and attempted suicide,
- ♦ Epidemics and pandemics, unless otherwise stipulated in the cover, pollution and natural disasters,
- ♦ Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, seizure of property, etc.  
hostage,
- ♦ The disintegration of the atomic nucleus or any irradiation from an energy source with a high energy content.  
radioactivity.

MUTUAIDE cannot under any circumstances be held liable for failures or delays in the performance of its obligations resulting from force majeure or events such as civil or foreign war, riots or civil commotion, lock-outs, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

#### ARTICLE 4 - CONDITIONS OF REIMBURSEMENT

Reimbursements to the Insured will only be made by us on presentation of original receipted invoices for expenses incurred with our agreement.

Requests for reimbursement should be sent to :

**GRITCHEN AFFINITY- Claims**  
**Department 27 rue Charles Durand**  
**CS70139 18021 BOURGES Cedex**

## ARTICLE 5 - HANDLING COMPLAINTS

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your cancellation insurance cover, please contact GRITCHEN AFFINITY.

If your verbal complaint is not resolved to your satisfaction, please write to us, either by e-mail to [sinistre@declare.fr](mailto:sinistre@declare.fr) or by post to :

**GRITCHEN AFFINITY**  
**27, rue Charles Durand - CS701139**  
**18021 Bourges Cedex**

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our response must be given to you in writing within two months of the complaint being sent. If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Médiation de l'Assurance on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to take legal action.

## ARTICLE 6 - DATA COLLECTION

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the law.

regulations on the protection of personal data in force and that :

- the answers to the questions asked are obligatory, and that in the event of false declarations or omissions, the consequences for the policyholder may be the nullity of the contract (article L 113-8 of the French Insurance Code) or a reduction in compensation (article L 113-9 of the French Insurance Code),

- The processing of personal data is necessary for the signing and performance of its contract and guarantees, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the contract or legal obligation. This data is then archived in accordance with the time periods stipulated by the provisions relating to prescription.
- The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

They may also be forwarded, where appropriate, to professional bodies as well as to all persons involved in the contract, such as lawyers, experts, court and ministerial officers, curators, guardians and investigators.

Information concerning the Policyholder may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and control authorities and any public bodies authorised to receive them, as well as to the departments responsible for control, such as statutory auditors, auditors and departments responsible for internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring contracts which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

Data and documents concerning the Insured are kept for a period of five (5) years from the closure of the contract or the termination of the relationship.

- Their personal data may also be used to combat insurance fraud, which may lead to their inclusion on a list of people at risk of fraud.

This registration may result in a longer review of the case, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning persons party to or interested in the contract) may be processed by all authorised persons working within the entities of the Insurer Group as part of the fight against fraud. This data may also be intended for authorised personnel of organisations directly involved in fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, the victims of fraud or their representatives).

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

If you are on a list of suspected fraudsters, your data will be deleted after 5 years from the date of inclusion on the list.

- In its capacity as Insurer, it is authorised to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.
- Personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning him/her may be accessible to certain employees or service providers of the Insurer established in countries outside the European Union.
- By providing proof of identity, the Insured has the right to access, rectify, delete and object to the data processed. They also have the right to request that the use of their data be restricted if it is no longer necessary, or to recover in a structured format the data they have provided if it is necessary for the contract or if they have consented to the use of this data.

Individuals have the right to define directives concerning the fate of their personal data after their death. These directives, whether general or specific, concern the retention, deletion and communication of their data after their death.

These rights may be exercised by contacting the Insurer's Data Protection Representative:

- by e-mail: to [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)
- or
- by post: by writing to the following address Data Protection Representative -  
MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX.

Having made a request to the Representative Data Protection Officer and not having  
If you are not satisfied, you can refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés).

#### **ARTICLE 7 - SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the facts which motivated its intervention. When the services provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Beneficiary against this company or institution.

#### **ARTICLE 8 - LIMITATION PERIOD**

In application of article L 114-1 of the Insurance Code, any action arising from this contract is time-barred after two years from the event giving rise to it. This period is extended to ten years for death cover, with actions by beneficiaries being time-barred no later than thirty years from the date of the event.

However, this period does not run :

- in the event of concealment, omission, false or inaccurate declaration concerning the risk, from the day on which the Insurer was aware of it;
- in the event of a claim, only from the date on which the persons concerned became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on recourse by a third party, this limitation period only runs from the day on which this third party took legal action against the Insured or was compensated by the Insured.

This limitation period may be interrupted, in accordance with Article L 114-2 of the Insurance Code, by a the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before a court that does not have jurisdiction or if the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively dismissed (article 2243 of the Civil Code);
- a precautionary measure taken in application of the Code of Civil Enforcement Procedures or a deed of execution enforcement (article 2244 of the Civil Code).

Please note that :

The summons of one of the joint and several debtors by way of an application to the court or a writ of execution or the acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the prescription period against all the others, even against their heirs.

On the other hand, a summons issued to one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such summons or acknowledgement interrupts the limitation period, as regards the other co-debtors, only in respect of the share for which that heir is liable.

In order to interrupt the limitation period for the whole, with regard to the other co-debtors, a summons must be issued to all the heirs of the deceased debtor or the recognition of all these heirs (article 2245 of the Civil Code).

The interpellation of the principal debtor or his acknowledgement interrupts the limitation period against the guarantor (article 2246 of the Civil Code).

The limitation period may also be interrupted by :

- the appointment of an expert following a claim ;
- sending a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in respect of the action for payment of the premium, and sent by the Insured to the Insurer in respect of the settlement of the claim).

#### **ARTICLE 9 - SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the beneficiary's domicile in accordance with the provisions of Article R 114-1 of the Insurance Code.

#### **ARTICLE 10 - FALSE DECLARATIONS**

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

- **Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us and we shall be entitled to demand payment of premiums due, as provided for in article L 113.8 of the French Insurance Code.**
- **Any omission or inaccurate statement made by you in bad faith will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation provided for in article L 113.9 of the French Insurance Code.**

#### **ARTICLE 11 - SUPERVISORY AUTHORITY**

The authority responsible for supervising MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudenciel et de Résolution. (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.