



**CANCELLATION INSURANCE WITH EPIDEMIC AND PANDEMIC**  
**CONTRAT No. 7672**



In case of insurance losses, contact ASSURINCO



Une nouvelle idée  
de l'assurance tourisme et loisirs

**122 bis, quai de Tounis – BP 90 932 - 31 009 TOULOUSE CEDEX**  
*Monday to Thursday from 2pm to 6pm and Friday from 2pm to 5pm*

- *by phone from France: 05.34.45.31.51*
- *by phone from abroad: 33.5.34.45.31.51 preceded by the local access code for the international network*
  - *by e-mail: sinistre@assurinco.com*

General provisions valid for all subscriptions from 1st august 2021

## **SOME TIPS**

Before leaving for a country in the European Economic Area, get the European Health Insurance Card issued by the Primary Health Insurance Fund to which you are affiliated, in order to benefit in the event of illness or accident, from direct payment of your medical expenses ([www.ameli.fr](http://www.ameli.fr)).

- Before you go abroad, if you are under treatment, do not forget to bring your medication and carry it in your hand luggage to avoid a break in treatment in case of delay or loss of luggage.
- If you are involved in a risky physical or motor activity or a journey to an isolated area as part of your travel, we advise you to ensure beforehand that an emergency rescue plan has been set up by the relevant authorities of the country concerned to respond to a possible request for help.
- If your keys are lost or stolen, it may be important to know the numbers. Take the precaution of noting the references.
- Similarly, in case of loss or theft of your identity papers or your means of payment, it is easier to get replicas of these documents if you took the trouble to make photocopies and to note the numbers of your passport, identity card and credit card, which you will keep separately.
- If you are seriously ill or injured, contact us as soon as possible, after having taken care to call for emergency help (emergency medical services, fire-fighters, etc.) whom we cannot replace

## **IMPORTANT**

**Certain pathologies can constitute a limit to the conditions of application of the contract. We advise you to read these General Provisions carefully.**

## CANCELLATION GUARANTEE ALL JUSTIFIES CAUSES

AMOUNTS OF GUARANTEES TABLE		
Guarantees	Maximum amount incl.taxes	Deductible
<b>Cancellation for medical reason:</b>		
Serious illness ( due to illness declared in the month prior to departure in the event of epidemics or pandemics), serious bodily injury, death		No deductible
Cancellation in case you are designated as having been in close contact in the 14 days preceding departure		No deductible
Cancellation for denied boarding due to temperature reading or positive result after a PCR and/or antibody test upon your arrival at the airport of departure		No deductible
Cancellation in case of absence of vaccination		No deductible
<b>Cancellation for covered reason</b>		Deductible is € 30 / person except for guarantees:  Job transfer Withdrawal or change to paid leave Theft of identity papers  for which the deductible is € 100 / person
<b>Cancellation all justified causes</b>		<ul style="list-style-type: none"> <li>• Congress registration + transport/accommodation services : Deductible of 10% of the amount of the cancellation fee with a minimum of € 50 / person and € 150 / case.</li> <li>• Congress registration only : Deductible of 30 € / person for cases of cancellation of registrations only.</li> </ul>

### CANCELLATION FOR MEDICAL REASONS

You are guaranteed for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Guarantees:

- **Serious illness (including serious illness following an epidemic or pandemic declared in the 30 days prior to departure), serious bodily injury or death, including the consequences, sequels, complications or aggravation of an illness or an accident, noted prior to the reservation of the travel for:**
  - yourself
  - a family member
  - any person habitually living under your roof
  - the person responsible for the care of minors or handicapped children whose name is listed on the policy at the time of

subscription

➤ **You are declared a “contact case” in the 14 days preceding departure**

You must provide proof issued by the CPAM or the ARS declaring that you are a “contact case”. In the absence of these supporting documents, no compensation will be possible.

➤ **Cancellation for denied boarding**

Denied boarding following a temperature check by the Insured person or a positive result of a PCR test and/or antibody test of the subscriber on arrival at the departure airport. (A supporting document issued by the transport company that denied you boarding, or by the health authorities, must be sent to us; in the absence of this supporting document, no compensation will be possible).

➤ **Absence of vaccination against covid 19**

- In the event that, at the time of enrolling in this contract, the country of destination does not impose a vaccine and, when such a vaccination is required, you no longer have time to proceed with getting the vaccine to permit you to travel.
- Contraindication of vaccination, the after-effects of vaccination or medical impossibility of following a preventive treatment necessary for the destination chosen for your trip.

➤ **Complications with pregnancy occurring before the 28<sup>th</sup> week**

- and which result in the absolute cessation of any professional or other activity and provided that at the time of departure, you have not been pregnant for more than 6 months or
- if the nature of the travel is incompatible with the state of pregnancy, provided that you are not aware of your condition at the time of subscription

**It is up to you to establish the reality of the situation giving right to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the material facts.**

**CANCELLATION FOR COVERED REASONS (deductible of € 30 / person)**

You are guaranteed for the reasons and circumstances listed below, to the exclusion of all others, within the limits indicated in the Table of Guarantees:

- **Serious property damage** requiring your presence on the day of departure to take the necessary protective measures, following a fire, water damage or natural elements and reaching more than 50% your private or business premises.
- **Theft**, occurring at the domicile or place of business, requiring your presence on the day of departure, provided that it occurred within 48 hours before departure on the travel.
- **Your summons as a witness or for a jury trial** for the duration of your insured stay, and provided that the summons was not known at the time of the subscription of the Contract.
- **Your summons for the adoption of a child**, for the duration of your insured stay, and provided that the summons was not known at the time of the subscription of the Contract.
- **Your convocation**, on a date that occurs during the duration of your travel, for a remedial university examination, provided that the failure of the examination was not known at the time of subscription of this Contract.
- **Obtaining a paid position or a paid placement**, taking effect before or during the dates planned for your travel, while you were registered at the employment centre (Pôle Emploi), provided that it is not a case of extension, renewal or modification of a type of contract or a mission provided by a temporary work agency.
- **Your redundancy** or that of your spouse de jure or de facto, provided that the procedure had not been initiated on the date of subscription of this Agreement and / or that you did not know of the date of the event at the time of the subscription of the contract
- **Serious damage to your vehicle** occurring within 48 hours of departure, and to the extent that it can no longer be used to travel to your place of residence / departure point.
- **A contraindication of vaccination**, the consequences of vaccination, or a medical impossibility to follow a preventive treatment necessary for the chosen destination for your travel.
- **The cancellation for a guaranteed reason of one or more persons** registered at the same time as you (Maximum 4) and insured under this contract. If you wish to make the travel alone, additional costs will be taken into account, without our refund exceeding the amount due in the event of cancellation on the date of the event.

- **The impossibility of travelling to the place of residence** due to a strike provided that no notice was filed at the time of the subscription of this contract.
- **A riot, a popular movement, an attack or an act of terrorism** occurring in France or abroad, in the city or cities of departure, destination or stay. You are guaranteed when the date of your departure is scheduled less than 30 days after the event and it must occur after booking your travel.

### **CANCELLATION FOR COVERED REASONS (deductible of € 100 / person)**

- **Your job transfer**, for non-disciplinary reasons, imposed by your employer, requiring you to move for the duration of your insured stay or within 8 days before your departure and provided that the transfer was not known at the time of the subscription of the Contract. This guarantee is granted to salaried employees, excluding members of a liberal professions, managers, legal representatives, freelance workers, craftsmen and entertainment workers.
- **Deleting or changing the date of your paid vacation by your employer.** This guarantee is granted to salaried employees, excluding members of a liberal professions, managers, legal representatives, freelance workers, craftsmen and entertainment workers. This leave, corresponding to an acquired right, must have been the subject of a prior agreement from the employer.
- **Theft, within 4 days before your departure, of your identity documents** (passport, identity card) essential to passing through customs scheduled during your travel, provided that a theft report was made as soon as possible to the nearest police authorities.

### **CANCELLATION GUARANTEE ALL JUSTIFIED CAUSES**

The guarantee is also granted to you, within the limit indicated in the Table of Guarantees, for any other random event, whatever it is, constituting an immediate obstacle, real and serious, preventing your departure and / or the exercise of the activities envisaged during your stay. A random event is any sudden, unpredictable circumstance that is beyond the control of the insured and justifies the cancellation of the travel. The random event must have a direct causal link with the impossibility of leaving.

### **THE AMOUNT OF THE GUARANTEE**

The compensation paid under this Contract may in no case exceed the price of the travel declared at the time of the subscription of this Contract and within the limits provided for in the Table of Guarantees.

We will refund the amount of the cancellation fees charged according to the terms of the cancellation schedule listed in the general conditions of the travel operator.

**The booking fees of less than 50 euros, tip, visa and the premium paid in consideration for the subscription of this contract are not refundable.**

### **WHEN SHOULD YOU DECLARE THE LOSS ?**

There are two steps:

1/ From the first manifestation of the disease or from the knowledge of the event resulting in the guarantee, you must IMMEDIATELY notify your travel operator.

**if you cancel the travel later with your travel operator, we will only refund the cancellation fees from the date of the contraindication found by a relevant authority, in accordance with the cancellation schedule set out in the Specific Terms and Conditions of Sale of the travel operator.**

2 / On the other hand, you must declare the loss to ASSURINCO within five working days of the event giving rise to the guarantee.

### **WHAT ARE YOUR OBLIGATIONS IN CASE OF A LOSS ?**

Your written claim must be accompanied by:

- in the event of illness or accident, a medical certificate and / or an administrative bulletin of hospitalisation specifying the origin, the nature, the gravity and the foreseeable consequences of the illness or the accident,
- in the event of death, a certificate and the civil status record,
- in other cases, any notice justifying the reason for your cancellation.

**You will need to provide ASSURINCO with the medical documents and information necessary to process your file, using the pre-printed "Medical Service Envelope", which we will send to you upon receipt of the insurance claim, as well as the medical questionnaire to be completed by your doctor.**

**if you do not have these documents or information, you must have them sent to you by your attending physician and send them to ASSURINCO.**

You will also need to send any information or documents that you will be asked for that justify the reason for your cancellation, including:

- all photocopies of prescriptions prescribing medications, tests or examinations, as well as all documents justifying their issue or execution, and in particular medical insurance forms containing, for the prescribed medications, a copy of the corresponding vignettes.
- the statements of the Social Security or any other similar body, relating to the reimbursement of treatment fees and the payment of daily allowances,
- the original of the paid debit invoice that you are required to pay to the travel operator or that the latter retains,
- the number of your insurance policy,
- the registration form issued by the travel operator,
- in the event of an accident, you will have to specify the causes and circumstances and provide us with the names and addresses of the persons responsible, as well as, if any, witnesses,
- and any other document that is necessary.

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

### **WHAT WE EXCLUDE**

The cancellation guarantee does not cover the impossibility of leaving related to border closures, the physical organisation, to the conditions of accommodation or security of the destination (except attacks).

in addition to the general exclusions, common to all the guarantees, are also excluded:

- An event, illness or accident that has been the subject of a first observation, a relapse, an aggravation or a hospitalisation between the date of purchase of the travel and the date of subscription of the insurance contract,
- Any circumstance detrimental only to the simple approval,
- Pregnancy including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation and its consequences,
- Failure to obtain a vaccination,
- The default of any kind, including financial (except strike), of the carrier rendering impossible the performance of its contractual obligations,
- The lack or excess of snow,
- Any medical event for which the diagnosis, the symptoms or the cause thereof are of a psychological, psychological or psychiatric nature, and which has not given rise to hospitalisation for more than 3 consecutive days subsequent to the subscription of this Contract,
- Pollution, the local health situation, the natural disasters subject to the procedure referred to by Law No. 82.600 of 13 July 1982 and their consequences, weather or climate events,
- The consequences of criminal proceedings that you are subject to,
- The absence of unforeseeable circumstances,
- Of an intentional and / or punishable act by the law, the consequences of the drunkenness and the consumption of drugs, of any stupefying substance mentioned in the Code of Public Health, of drugs and treatments not prescribed by a doctor,
- The simple fact that the geographical destination of the travel is discouraged by the Ministry of Foreign Affairs;
- An act of negligence on your part;
- Any event that could be the responsibility of the travel operator under the current Tourism Code;
- The non-presentation, for any reason whatsoever, of documents essential to the travel, such as passport, identity card, visa, transport tickets, vaccination card, except in case of theft within 4 days prior to departure.

### **RIGHT OF WITHDRAWAL**

#### **(Art I112-10 of Insurance code)**

**Annexed to Article A. 112-1: Information document for exercising the right of withdrawal provided for in Article I. 112-10 of the Insurance Code.**

You are asked to verify that you are not already the beneficiary of a guarantee covering one of the risks included in the new contract. If this is the case, you have the right to withdraw from this contract within a period of fourteen (calendar) days from its conclusion, without fees or penalties, if all of the following conditions are met:

- you have taken out this contract for non-professional purposes;
- this contract complements the purchase of a good or a service sold by a supplier;
- you justify that you are already covered for one of the risks covered by this new contract;
- the contract you wish to withdraw from is not fully executed;

- you have not declared any claim under this contract.

In this situation, you can exercise your right to withdraw from this contract by letter or other durable medium addressed to the insurer of the new contract, accompanied by a document justifying that you already have a guarantee for one of the risks guaranteed by the new contract.

The insurer is required to refund the premium paid, within thirty days of your withdrawal.

If you wish to withdraw from your contract but you do not meet all of the above conditions, check the withdrawal terms and conditions of your contract.

## **ADDITIONAL INFORMATION :**

The letter of withdrawal, of which a model is proposed to you below under the exercise of this right, must be sent by letter or any other durable support to Assurinco (122bis quai de Tounis - 31000 Toulouse):

"I,               the               undersigned,               M               ..... Residing  
.....

.....withdraw from my contract No. subscribed with Mutuaide in accordance with

Article L 112-10 of the Insurance Code. I certify that I do not know at the date of sending this letter, of any loss involving a guarantee of the contract. I enclose a copy of the document justifying that I am already covered for one of the risks guaranteed by this contract"

## **CONSEQUENCES OF WITHDRAWAL :**

The exercise of the right of withdrawal within the period provided for in the box above entails the termination of the contract from the date of receipt of the letter or any other durable medium. If you become aware of a claim involving the guarantee of the contract, you can no longer exercise this right of withdrawal. In the event of a withdrawal, you are only required to pay the portion of the premium or contribution corresponding to the period during which the risk occurred, this period being calculated until the date of termination.

However, the entire premium or contribution remains due to the insurance company if you exercise your right of withdrawal while a claim involving the guarantee of the contract and of which you did not know was made during the withdrawal period."

## **GENERAL PROVISIONS**

### **DEFINITIONS**

#### **We, the Insurer**

MUTUAIDE ASSISTANCE -126 rue de la Piazza 93160 Noisy le Grand limited company with an entirely paid up capital of € 12,558,240 - A company governed by the Insurance Code RCS 383 974 086 Créteil - VAT FR 31 3 974 086 000 19.

#### **Serious bodily injury**

Any sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim found by a relevant medical authority resulting in the issuance of an order to take medication for the benefit of the patient and involving the cessation of any professional or other activity.

#### **Epidemic**

Abnormally high incidence of an illness during a given period and in a given region.

#### **Pandemic**

Epidemic which develops over a vast territory, crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the event occurred.

#### **Quarantine**

Isolation of the person, in case of suspicion of illness or proven illness, decided by a local relevant authority, in order to avoid a risk of propagation of the said disease in the context of an epidemic or pandemic.

#### **Insured**

Physical person or group duly insured in this contract.

#### **Terrorist attack**

Any act of violence constituting a criminal or illegal attack against persons and / or property, the purpose of which is to seriously disturb public order through intimidation and terror and which is the object of media coverage.

This "attack" will have to be recorded by the Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks occur on the same day, in the same country, and if the authorities consider it to be one and the same coordinated action, this event will be considered as one and the same event.

#### **Natural disasters**

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

#### **Domicile**

Domicile means your main or usual place of residence. In case of dispute, the fiscal domicile is the domicile.

#### **Duration of the guarantees**

The "Cancellation" guarantee takes effect on the day of your subscription to the insurance contract and expires on the day of your departure.

#### **Deductible**

The share of the loss left to the Insured under the contract in case of compensation following a loss. The deductible can be expressed as an amount, percentage, day, hour, or kilometre.

**Group**

All participants appearing on the same travel registration form.

**Disease**

Any sudden and unpredictable impairment of health by a competent medical authority.

**Serious illness**

Any sudden deterioration of health resulting from the sudden action of an unintentional external cause on the part of the victim found by a relevant medical authority resulting in the issuance of an order to take medication for the benefit of the patient and involving the cessation of any professional or other activity.

**Maximum per event**

In the event that the guarantee is in favour of several insured persons who are victims of the same event and insured under the same special conditions, the insurer's guarantee is in all cases limited to the maximum amount provided for under this guarantee regardless of the number of victims. As a result, compensation will be reduced and paid in proportion to the number of victims.

**Family member**

Your spouse, de jure or common law, or any person who is bound to you by a PACS, your ascendants or descendants or those of your spouse, your fathers-in-law, mothers-in-law, brothers, sisters, including the children of the spouse or cohabiting partner from one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, uncles, aunts, nephews, nieces, cousins or those of your spouse. They must be domiciled in the same country as you unless otherwise stipulated in the contract.

**Nullity**

Any fraud, falsification or misrepresentation or false testimony likely to implement the guarantees provided for in the agreement, result in the nullity of our commitments and the forfeiture of the rights provided for in the said convention.

**Losses**

Random event likely to trigger the guarantee of this contract.

**Subscriber**

The operator Europa Group having its registered offices in Metropolitan France.

**Territory**

The whole world.

**Travel operator**

The term "travel operator" refers to the different providers providing all services constituting the travel.

**Travel**

"Travel" means all services such as : congress registration, transport and accommodation.

## **GENERAL EXCLUSIONS**

**The following do not give rise to any action on our part:**

- services which have not been requested during the trip or which have not been arranged by us, or in agreement with us, do not give right, *a posteriori*, to a refund or compensation,
- meal and hotel costs, except those specified in the text of the guarantees,
- damages caused intentionally by the Insured and those resulting from his or her participation in a crime, an offence or a fight, except in self-defence,
- the amount of the damages and their consequences,
- the use of narcotics or drugs not prescribed medically,
- being under the influence of alcohol,
- customs duties,
- participation as a competitor in a competitive sport or in a rally giving the right to a national or international classification which is organised by a sports federation for which a license is issued, and training for these competitions,
- the practice, professionally, of any sport,
- participation in competitions or in endurance or speeding events and their preparatory tests, on board any land, water or air locomotive,
- the consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- expenses incurred after the return from the travel or the expiry of the guarantee,
- accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), air sports, mountaineering, bob-sleigh, dangerous animal hunting, ice hockey, tobogganing, combat sports, caving, snow sports with an international, national or regional ranking,
- the voluntary non-observance of the regulations of the country visited or the practice of activities not authorised by the local authorities,
- official prohibitions, asset seizures or constraints by law enforcement officers,
- the use by the Insured of air navigation equipment,
- the use of the tools of war, explosives and firearms,
- damages resulting from intentional or fraudulent misconduct of the Insured in accordance with article I.113-1 of the Insurance

**Code,**

- **suicide and attempted suicide,**
- **epidemics (unless otherwise stipulated in the guarantee), pollution, natural disasters,**
- **civil or foreign war, hostage-taking,**
- **the decay of the atomic nucleus or any radiation from an energy source having a radioactive character**

## **COMPLAINTS PROCESSING**

In case of disagreement or dissatisfaction with the implementation of your contract, we ask you to inform ASSURINCO by calling 05.34.45.31.51 or by writing to [sinistre@assurinco.com](mailto:sinistre@assurinco.com) for the insurance cover listed below:

Cancellation Guarantee All Justified Causes

If the answer you received is not satisfactory, you can send an email to:

**MUTUAIDE**  
**Service Assurance**  
**126 rue de la Piazza**  
**93160 Noisy le Grand**

MUTUAIDE shall acknowledge receipt of your email within 10 working days. It will be dealt with within 2 months at most. If the disagreement persists, you can bring your complaint to Insurance Mediation by letter to:

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

## **DATA COLLECTION**

The Insured acknowledges having been informed that the Insurer processes his or her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

the answers to the questions asked are mandatory and in case of false statements or omissions, the consequences for him or her may be the nullity of the subscription to the contract (Article L 113-8 of the Insurance Code) or the reduction in compensation (Article L 113-9 of the Insurance Code),

- The processing of personal data is necessary for the acceptance and performance of its contract and its guarantees, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed are kept for the duration necessary for the performance of the contract or the legal obligation. These data are then archived in accordance with the durations provided for by the prescription provisions.
- The recipients of the data concerning him or her are, within the limits of their attributions, the services of the Insurer in charge of the handing over, management and performance of the insurance and guarantees Contract, its delegates, agents, partners, subcontractors, reinsurers in the exercise of their duties. They may also be forwarded to professional bodies as well as to all persons involved in the contract, such as lawyers, experts, legal assistants and ministerial officers, curators, tutors and investigators.
- Information concerning him or her may also be transmitted to the Subscriber, as well as to all persons authorised by Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and supervisory authorities and any public bodies authorised to receive it as well as the services in charge of control such as statutory auditors, auditors and departments in charge of internal control).
- As a financial institution, the Insurer is subject to the legal obligations arising mainly from the Monetary and Financial Code in the fight against money laundering and the financing of terrorism and, as such, it implements a contract monitoring process that may lead to the drafting of a suspicious transaction report or an asset freeze measure.
- Data and documents relating to the Insured are retained for a period of five (5) years from the closing of the contract or termination of the relationship.
- His or her personal data may also be used as part of anti-fraud insurance processing that may lead, if necessary, to inclusion on a list of people at risk of fraud.
- This registration may result in an extension of the study of his or her case, or the reduction or refusal of the benefit of a right, a provision of service, or a contract or a service offered.

In this context, personal data concerning him or her (or concerning the parties or interested parties to the contract) may be processed by any authorised person working within the entities of the Insurer Group in the fight against fraud. These data may also be sent to authorised staff of the bodies directly affected by fraud (other insurance bodies or intermediaries, judicial authorities, mediators, arbitrators, legal assistants, departmental officers, third-party bodies authorised by a legal provision and, where applicable, 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 is relevant. In the event of a relevant alert, the data are kept for up to five (5) years from the date of closure of the fraud file, or until the end of the legal

proceedings and the applicable limitation periods.

For the persons registered on a list of suspected fraudsters, the data concerning them are deleted after the 5 year delay as from the date of inclusion on this list.

As an insurer, it is entitled to carry out data processing relating to offences, convictions and security measures either at the time of subscription to the contract, or during its performance or as part of the management of litigation.

Personal data may also be used by the Insurer in the context of processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance products and / or assistance and offers of services.

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

The Insured has, by proving his or her identity, a right of access, rectification, deletion and opposition to the data processed. He or she also has the right to request the limitation of the use of his or her data when they are no longer necessary, or to recover in a structured format the data that he or she provided when they were necessary to the contract or when he or she consented to the use of these data.

He or she has the right to set guidelines on the fate of his or her personal data after his or her death. These directives, general or particular, concern the storage, deletion and communication of their data after their death.

## **SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated to the extent of the indemnities paid and services provided by it in the rights and actions of the Insured, against any person responsible for the facts that prompted its action. When the services provided under the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated in the rights and actions of the Insured against this company or institution.

## **PREScription**

Pursuant to Article L 114-1 of the Insurance Code, any action deriving from this contract is prescribed by two years from the event giving rise to it. This period is extended to ten years for death cover, the actions of beneficiaries being prescribed no later than thirty years from the date of this event.

However, this period shall not start:

In the event of reluctance, non-disclosure, omission, false or inaccurate statement of the risk incurred, as of the day when the insurer became aware of it;

- In the event of a loss, only on the day when the persons concerned learned of it, if they prove that they did not know of it until then.
- When the action of the insured against the insurer is the result of appeal by a third party, the statutory limitation period only runs from the day on which the third party instituted proceedings against the insured or was compensated by the latter.

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

- acknowledgement by the debtor of the right of the person against whom he prescribed (Article 2240 of the Civil Code);
- a claim in court, even in summary proceedings, until the proceedings are discontinued. It is the same when it is brought before a court with no jurisdiction or when the act of referral to the jurisdiction is annulled by the effect of a procedural violation (Articles 2241 and 2242 of the Civil Code). The interruption is void if the plaintiff withdraws his or her claim or allows the case to lapse, or if his or her claim is definitively rejected (Article 2243 of the Civil Code);
- a precautionary measure taken under the Code of Civil Enforcement Procedures or an enforcement document (Article 2244 of the Civil Code).

It should be noted that:

A service of process by a legal action or by an act of forced execution upon one of the joint and several debtors, or his acknowledgement, interrupts prescription against all the others, and even against their heirs.

On the other hand, a service of process made upon one of the heirs of a joint and several debtor or an acknowledgement by that heir does not interrupt prescription against the other co-heirs, even if the claim is secured by a mortgage, where it is not indivisible. That service of process or that acknowledgement interrupts prescription, with regard to the other co-debtors, only for the share for which that heir is liable.

In order to interrupt prescription for the whole, with regard to the other co-debtors, it is necessary to have a service made on all the heirs of the deceased debtor, or an acknowledgement of all the heirs (Article 2245 of the Civil Code).

A service made upon a principal debtor, or his acknowledgement, interrupts prescription against the surety (Article 2246 of the Civil Code).

The limitation period can be interrupted also by:

- the appointment of an expert following a loss;
- the sending of a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured regarding the action for payment of the contribution, and sent by the Insured to the Insurer with respect to the settlement of the indemnity).

## **SETTLEMENT OF DISPUTES**

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

## **FALSE DECLARATION**

When the following change what is covered by the risk or diminish it in our opinion:

- Any concealment or intentional misrepresentation is sanctioned by nullity of the contract. The premiums paid are still vested and we will be entitled to demand the payment of premiums due, as provided for in Article L 113.8;
- Any omission or misrepresentation on your part where dishonesty is not established entails the cancellation of the contract 10 days after the notification which will be addressed to you by registered letter and / or the application of the reduction of compensation in the Code of Insurance such as provided for in Article L 113.9.

## **SUPERVISORY AUTHORITY**

The authority in charge of supervising MUTUAIDE is the Prudential Control and Resolution Authority (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9

### **Assurinco Assurances Voyages**

Filiale de Cabinet Chaubet Courtage - SARL de courtage en assurances au capital de 140 750 €

Siège Social : 122 Bis Quai de Tounis, 31000 TOULOUSE – [www.assurinco.com](http://www.assurinco.com)

RCS TOULOUSE N° SIREN 385 154 620

Immatriculé à l'ORIAS dans la catégorie courtier d'assurance sous le N°07001894 - site web ORIAS : [www.orias.fr](http://www.orias.fr)

September 2021