europ assistance
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Insurance

General insurance terms and conditions

Contract nº 58 224 382

- Trip cancellation
- Luggage and personal effects
- Interrupted stay

APRIAM
TOURISME

TABLE OF INSURANCE COVERAGE AMOUNTS

INSURANCE COVERAGE	Max. amount inc. VAT* / person
• TRIP CANCELLATION	Depending on the cancellation cost schedule terms 9,147 € max./person and 30,490 € max./event
– Illness, accident or death	Without excess
– Other cancellation clauses	Without excess
• LUGGAGE AND PERSONAL EFFECTS – Theft, total or partial destruction, loss during transport by a transport company Valuables: limited to 50% of the coverage amount	800 €
Excess for damage to luggage	50€
• INTERRUPTED STAY COSTS – Refund of unused land-based services in the event of a medical repatriation or an early return	Prorata temporis

* Rate defined by applicable legislation

DATE OF EFFECT AND DURATION OF COVERAGE

COVERAGE	DATE OF EFFECT	EXPIRY OF COVERAGE
CANCELLATION COSTS	**The day this contract is subscribed to.**	**The day of the departure** (at the organiser's meeting point for the outbound trip).
OTHER COVERAGE	**The day of the departure** (at the organiser's meeting point for the outbound trip).	**On the day of the return from the trip** (group dispersal point). **CAUTION, in all cases, our coverage will cease automatically 90 days after the departure date.**

GENERAL INSURANCE TERMS AND CONDITIONS

1. PURPOSE OF THE CONTRACT

The purpose of these General terms and conditions applicable to the insurance contract signed between EUROP ASSISTANCE (a company governed by the French Insurance Code) and the Subscriber, is to define the rights and duties of EUROP ASSISTANCE and the Policy holders defined below. This contract is governed by the French Insurance Code.

2. DEFINITIONS

For the application of this contract, the terms below are defined as follows:

• SERIOUS ACCIDENT

A sudden and unexpected event impacting a private person which was not intended by the victim and was caused by the sudden occurrence of an external cause which prevents the person from travelling by their own means.

• CANCELLATION

The pure and simple withdrawal of the trip you have booked consecutive to reasons and circumstances qualifying for the "TRIP CANCELLATION" cover which are listed in the "TRIP CANCELLATION" section.

• POLICY HOLDER

The following are considered to be Policy holders:

- the private persons travelling by the intermediary of the Subscriber who has subscribed this contract on their behalf,
- private persons who have jointly subscribed to a travel contract with the subscriber along with the "INSURANCE" option,
- the Subscriber's employees.

These persons must have their Residence in Western Europe, the DROM, New Caledonia or French Polynesia.

In this contract, Policy holders are also referred to as "you".

• INSURER

The insurance coverage is provided by EUROP ASSISTANCE, a company governed by the French Insurance Code, A Private company with an equity capital of 35,402,786 €, RCS Nanterre, of which the registered office is at 1, promenade de la Bonnette, 92230 Gennevilliers, France.

In this contract, EUROP ASSISTANCE is referred to as "us".

• TERRORIST ATTACK

Any violent, criminal or illegal act committed against people and/or property in the country in which you are travelling, the purpose of which is to seriously threaten public order through intimidation and terror, and which is the subject of media coverage.

The Terrorist attack must have been listed by the French European and Foreign Affairs Ministry.

• NATURAL DISASTER

A natural phenomenon such as an earthquake, a volcanic eruption, a tsunami, flooding or a natural cataclysm which has been caused by the abnormal intensity of a natural agent which is recognised as such by the public authorities in the country in which it occurred.

• RESIDENCE

Your main and usual place of residence, declared as such on your income tax returns is considered to be your Residence. It must be in Western Europe, DROM (French overseas territories), New Caledonia or French Polynesia.

• DROM

DROM refers to Guadeloupe, French Guyana, Martinique, Mayotte and Reunion Island.

• FOREIGN COUNTRY

The term Foreign country covers all countries except your country of Residence and the excluded countries.

• WESTERN EUROPE

Western Europe refers to the following countries: Germany, Andorra, Austria, Belgium, Denmark, Spain, Finland, Continental France, Gibraltar, Greece, Ireland, Italy and Isles, Liechtenstein, Luxembourg, Monaco, Norway, Holland, Portugal, United Kingdom, San Marino, Sweden and Switzerland.

• EVENT

All situations defined by these General Terms and Conditions which are at the origin of a request for an intervention by the Insurer.

• MAJOR EVENT AT THE DESTINATION

For the purposes of this contract, 3 causes may constitute a Major event:

- major climatic events that fulfil all the following conditions: climatic events such as flooding caused by a river bursting its banks, flooding from run-off water, flooding and mechanical shocks caused by the action of waves, sea flooding, mud slides and lava flows, tidal waves, earthquakes, volcanic eruptions, cyclones and abnormally intense storms that, if they occur in France, are the subject of a Natural Disaster order or, if they occur in a Foreign country, cause severe material damage and/or human loss of life and injury,
- major health events in the country or zone and listed by the World Health Organisation leading to a pandemic or epidemic risk,
- major political events in terms of intensity and duration leading either to serious disruption of public order within a State, or to armed conflicts between several States or within a single State between armed groups. These are the areas or countries for which the French European and Foreign Affairs Ministry has issued a formal travel warning.

• FRANCE

The term France means Continental France and Monaco

• EXCESS

The remaining part of the costs you must pay.

• SERIOUS ILLNESS

A pathological condition diagnosed by a qualified medical doctor that strictly prevents leaving the Residence and requiring medical care and the complete halt to all professional activity.

• HOLIDAY HOME

Accommodation of which you are the owner, located in your country of Residence, other than your place of Residence, which you use for leisure and holiday purposes.

• CLAIM

A Claim is any fortuitous event that results in the coverage under this contract being triggered.

• SUBSCRIBER

The trip organiser with its registered office in France and which has subscribed to this contract on behalf of other beneficiaries, hereinafter referred to as Policy holders.

• WEAR AND TEAR

Loss of value of an item of property due to its use or its state of repair on the day of the Claim.

• OBSOLESCENCE

Loss of value of an item of property caused by age on the day of the Claim.

3. WHICH TYPE OF TRAVEL IS COVERED?

The insurance coverage applies to the following travel:

- for leisure or professional reasons, packages, rentals, cruises, travel tickets (including flight only) booked with the trip organiser which is the Subscriber to the contract, and of which the dates, destination and price feature on the invoice issued by the trip organiser Subscriber to the contract,.
- and of which the duration is not in excess of 90 consecutive days.

4. WHAT IS THE CONTRACT'S GEOGRAPHICAL COVERAGE?

The insurance coverage applies throughout the world.

5. HOW TO USE OUR SERVICES

A. IF YOU WISH TO MAKE A CLAIM COVERED BY THE INSURANCE COVERAGE YOU MUST DO SO:

Within 2 working days of the moment when you became aware of the Claim event for the "LUGGAGE AND PERSONAL EFFECTS" cover in the event of theft, and within 5 days in all other cases, you or a person acting on your behalf, must declare your claim online on our web site:

https://sinistre.europ-assistance.fr/

or by means of the following:

EUROP ASSISTANCE – **Service Indemnisations**
1, promenade de la Bonnette, 92633 Gennevilliers Cedex, France
e-mail: **slv@europ-assistance.fr**
Phone: +33 1 41 85 90 72* between 9 am and 6 pm from Monday to Friday
***This number is strictly reserved for claims**

If you fail to meet these deadlines, you will lose the benefits of your cover under this contract for the Claim if we can prove that the late declaration caused us a prejudice.

B. WHAT ARE THE CONDITIONS FOR THE INSURANCE TO APPLY?

We reserve the right to request any proof to support any insurance claims (death certificate, proof of family relationship, proof of Residence, proof of expenses, and your tax due notice on condition that all information on it other than your name, address and persons living in your tax household have been redacted). We will take action on the strict condition that the Event concerned by the cover was uncertain at the time the policy was taken out and on the departure date and time.

C. MULTIPLE COVERAGE

If the risks covered by this contract are also covered by another insurance policy, you must inform us of the name of the insurance company with which the other policy was taken out (article L 121-4 of the French Insurance Code) as soon as you become aware of this information, and at the latest when making the Claim.

D. FALSE DECLARATIONS

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

- any intentional failure to disclose or false declaration by you will void the contract. Premiums paid will remain with us and we will be entitled to demand the payment of due premiums as defined by article L 113-8 of the French Insurance Code,
- any omission or inaccurate declaration by you of which the bad faith cannot be proven will lead to the contract being terminated 10 days after notice sent to you by registered letter and/or the application of a reduction in compensation in compliance with article L 113-9 of the French Insurance Code.

E. FORFEIT OF COVERAGE FOR FRAUDULENT STATEMENTS

In the event of a Claim for insurance coverage (as defined in these General terms and conditions), if you knowingly use incorrect documents as elements of proof or use fraudulent practices or make false statements or withhold information, you will forfeit all entitlement to the insurance coverage defined in these General terms and conditions for which these statements are required.

GENERAL TERMS AND CONDITIONS

TRIP CANCELLATION

1.WHAT WE COVER

We will refund all deposits or any amounts kept by the trip organiser under the trip sale terms and conditions **(except for administration fees, the insurance premium and the airport taxes that are refunded to you by the transporter)** when you are forced to cancel your trip before the departure.

Please remember that airport taxes, which are included in the fare, are costs which are due on effective boarding and that the airport operator has a duty to refund if you do not effectively board. You must read the sale or transport general terms and conditions to find out how to obtain the refund of these taxes (art L 113-8 of the French Consumer Code).

2. WHEN DO WE TAKE ACTION?

We provide cover for the reasons and circumstances listed below to the exclusion of all others.

SERIOUS ILLNESS, SERIOUS ACCIDENT OR DEATH
(including the deterioration of anterior illnesses and the after effects of a previous accident):

- of yourself, your legal or de facto spouse or the person accompanying you on condition that they feature on the same invoice for this insurance contract,
- of your ascendants or descendants and/or those of your spouse or those of the person accompanying you on condition that they feature on the same invoice for this insurance contract,
- your brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law,
- your professional replacement subject to their name being mentioned at the time of the subscription for the trip.

REDUNDANCY FOR ECONOMIC REASONS

- of yourself,
- of your spouse,

the decision or summons to the prior interview must not have been known when you booked your trip or subscribed to this contract.

DESTRUCTION OF PROFESSIONAL AND/OR PRIVATE PREMISES

Occurring after the date this contract was subscribed to following a fire, an explosion or damage by water, on condition that the said premises are more than 50% destroyed.

THEFT FROM PROFESSIONAL OR PRIVATE PREMISES

The significance of the theft must require your presence and must occur within the 48 hours prior to your departure.

THE RECRUITMENT TO EMPLOYMENT OR AN INTERNSHIP IF THE POLICY HOLDER IS A JOB SEEKER (PÔLE EMPLOI)

That starts before or during your trip.

The "TRIP CANCELLATION" cover does not include the impossibility of departure due to the material organisation of the trip by the organiser (tour operator, airline), including for flight only, and/or its failure (strike, cancellation, postponement, delay) or the accommodation conditions or safety of the destination.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract featured in the "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?" paragraph in the "CONTRACT FRAMEWORK" section, the following are excluded:

- cancellation caused by a person who was hospitalised when the trip was booked or the contract subscribed to,
- illness requiring medication-based psychic and/or psycho-therapeutic treatments (including for nervous breakdown) except when it has resulted in hospitalisation in excess of 4 consecutive days on the date your trip was cancelled,
- forgotten vaccines,
- accidents resulting from the practise of the following sports: bob-sleigh, skeleton, competitive sledge riding, all aerial sports, as well as those resulting from the participation in or training for matches or competitions,
- the failure, for any reason whatsoever, to present essential travel documents such as a passport, visa, travel tickets, vaccination certificates, except in the event of a theft of the passport or identity card on the date of departure and correctly declared to the relevant authorities,
- illnesses and accidents that have already been diagnosed or declared, relapses, deterioration or a hospitalisation between your trip purchase date and the date this contract was subscribed to,
- administration fees, taxes, visa fees and insurance premiums relative to the trip.

4. WHAT IS THE COVERAGE AMOUNT?

We cover the trip cancellation costs incurred on the date the Event that may trigger the cover occurs, in compliance with the trip organiser, Subscriber to the contract's general sales terms and conditions, **with a maximum indicated in the Table of Coverage Amounts**.

5. HOW LONG DO YOU HAVE TO MAKE THE CLAIM?

You must notify your trip organiser Subscriber to the contract immediately and notify us within the 5 working days following the Event that triggers the cover. To do this, you must send us your claim declaration.

In the event of late Cancellation and/or declaration, we will only pay the cancellation fees payable on the date of the Claim event that triggered the Cancellation.

LIMITATION OF COVER

The compensation due under this cover cannot exceed the actual penalty amounts invoiced consecutive to the trip cancellation. Administration fees, taxes, visa fees and insurance premiums relative to the trip are not refunded.

6. WHAT ARE THE DUTIES IN THE EVENT OF A CLAIM?

Your declaration must be accompanied by:

- in the event of Illness or an Accident, a medical certificate indicating the origin, type, seriousness and foreseeable consequences of the Illness or Accident, as well as a copy of the sick leave certificate if you are an employee, and copies of prescriptions featuring the labels of the prescribed medication or eventually of the analyses and examinations carried out,
- in the event of a death, the death certificate and proof of family relationship,
- in the event of being laid off for economic reasons, a photocopy of the redundancy letter, a copy of the employment contract and a copy of the payslip showing all due balances paid,
- in all other cases, any documentary evidence.

Medical certificates must imperatively be enclosed in a sealed envelope for the attention of the medical expert we will appoint.

To this effect you must release your doctor from any medical privilege relative to this medical expert. Policy holders claiming under the coverage must submit all the contractually required documents without invoking any reason to prevent them from doing so except force majeure, failing which they will forfeit the contract. If you object for no valid reason, you risk losing your entitlement to coverage.

You explicitly agree to recognise our right to subject the entitlement to coverage to compliance with this condition.

You must also send us any information or documents requested to prove the reason for your Cancellation, in particular:

- statements from Social Security or any other similar organisation showing refunds of treatment costs and the payment of daily allowances,
- the original copy of the cancellation invoice drawn up by the trip organiser who Subscribed to the contract,
- your contract number,
- the subscription document issued by the travel agent or the trip organiser Subscriber to the contract,
- in the event of an Accident, you must indicate the causes and circumstances and provide the names and addresses of those responsible and, if possible, of witnesses.

LUGGAGE AND PERSONAL EFFECTS

1. WHAT WE COVER

Within the limits indicated in the Table of Coverage Amounts, we cover your luggage and personal effects, outside your Residence or your Holiday home, for:

- theft,
- total or partial destruction,
- loss during transport by a transport company.

2. LIMITED REFUNDS FOR CERTAIN ITEMS

For valuables, pearls, jewellery and worn watches, furs, and for any device used to reproduce sounds and/or images and their accessories, hunting firearms, portable computers (IPAD, PC), the refund value cannot be in excess of 50% of the covered insurance amount indicated **in the Table of Coverage Amounts** in all cases.

Furthermore, the items listed above are not covered for theft.

If you use a private car, coverage for theft applies on condition that the luggage and personal effects are in the vehicle's trunk which is locked and hidden from view. Only theft by break-in is covered.

If the vehicle is parked on the public highway, the cover is only applicable between 7 am and 10 pm.

3. WHAT WE EXCLUDE

In addition to the general exclusions applicable to the contract featured in the "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?" paragraph in the "CONTRACT FRAMEWORK" section, the following are excluded:

- the theft of luggage, personal objects and effects left unsupervised in a public place, or stored in a room available for the shared use of several people,
- mislaid, lost (except by a transport company), exchanged luggage,
- theft not regularly witnessed and reported by an authority (police, transport company, purser, etc.),
- theft by your staff during the performance of their jobs,
- accidental damage caused by leakage of colouring or corrosive liquids or greases contained in your luggage,
- confiscation of property by the authorities (customs, police),
- damage caused by mites and/or rodents as well as cigarette burns or burns from a non incandescent heat source,
- theft from a convertible and/or estate or other type of vehicle without a trunk; the cover still applies on condition that the luggage cover delivered with the vehicle is used,
- sales representative collections and samples,
- the theft, loss, mislaying or deterioration of cash, documents, books, passports, identity documents, travel tickets and debit or credit cards,
- jewellery theft when it has not been placed in a locked safe or is not worn,
- the breakage of fragile items such as porcelain, glass, ivory, pottery or marble objects,
- indirect damage such as loss of value and loss of use,
- the items listed hereafter: any prostheses, any type of orthotics, bicycles, trailers, bonds and shares, paintings, spectacles, contact lenses, keys of any type (except for the Residence), documents recorded on tapes or films as well as professional equipment, mobile phones, CDs, DVDs, all multimedia devices (MP3, MP4, PDA, etc.), GPS, sports equipment, musical instruments, foodstuffs, lighters, pens, cigarettes, alcohol, works of art, fishing rods, beauty products, photographic films and items purchased during your trip.

4. WHAT IS THE COVERAGE AMOUNT?

The amount indicated **in the Table of Coverage Amounts** is the maximum refund for each of the Claims during the covered period.

A relative Excess (only for damage to luggage: suitcases, bags, etc.) indicated in the Table of Coverage Amounts will be applied per Claim.

5. HOW IS YOUR COMPENSATION CALCULATED?

You will receive compensation on the basis of the replacement value by equivalent objects of the same kind, after deduction for Wear and Tear and Obsolescence.

The proportional rule defined in article L 121-5 of the French Insurance Code will never be applied.

6. WHICH DOCUMENTS ARE REQUIRED IN THE EVENT OF A CLAIM?

Your claim declaration must include the following elements:

- the receipt of a complaint or declaration of theft made within 48 hours to an authority (police, transport company, purser, etc.) in the case of a theft or a loss,
- the reserve document issued to the transporter (sea, air, rail or road) when your luggage or objects were lost while in the legal custody of the transporter.

If you fail to provide these documents, we are entitled to demand an indemnity equal to the prejudice we have suffered.

The coverage amounts cannot be considered to be the proof of the value of the property you are requesting compensation for, nor proof of the existence of this property. You have a duty to use all means at your disposal and any documents in your possession to prove the existence and value of this property at the time of the Claim event, as well as the extent of the damage.

7. WHAT HAPPENS IF YOU RECOVER ALL OR PART OF THE STOLEN OBJECTS COVERED BY LUGGAGE COVER?

You must immediately inform us by registered letter as soon as you are informed of the fact.

- If we have not yet paid the compensation, you must take possession of the objects, in which case we will only cover the cost of damaged or missing items.
- If we have already paid you compensation, you have 15 days to choose:
  - either abandonment,
  - or to recover the objects by returning the compensation you have received minus the cost of damaged or missing items.

If you fail to decide within 15 days, we will consider you have chosen abandonment.

INTERRUPTED STAY COSTS

1. WHAT WE COVER

We will refund the stay costs subscribed with the trip organiser Subscriber to the contract that have been paid but not used, proportional to the duration **(not including transport)**, starting from the day after the event that caused your early return in the following cases:

following your transport/medical repatriation organised by us under the terms and conditions defined in the "TRANSPORT/REPATRIATION" paragraph,

- if a family member (your spouse or partner, or one of your or your partner's ascendants or descendants) is admitted to hospital **(unplanned hospitalisation)** or dies, or if one of your brothers or sisters dies and you must interrupt your stay due to this,
- if a claim event (burglary, fire, water damage) occurs at your Residence requiring your mandatory presence causing you to interrupt your stay,
- if there is a Terrorist attack or a Natural catastrophe at your destination during your trip within a radius of 100 km of your holiday accommodation, causing you to interrupt your stay.

2. WHAT IS THE COVERAGE AMOUNT?

The compensation is proportional to the number of trip days not used. The compensation is paid **within the limits of the Table of Coverage Amounts per person**, without exceeding the ceiling per Event. To determine the compensation, the administration fees, visa fees, insurance fees, tips and refunds or compensation granted by the trip organiser Subscriber to the contract will be deducted.

FRAMEWORK OF THE CONTRACT

This contract is governed by French law.

1. DATE OF EFFECT AND DURATION

The validity of all coverage corresponds to the travel dates indicated on the invoice issued by the trip organiser Subscriber to the contract, with a maximum duration of 90 consecutive days, except for the "TRIP CANCELLATION" cover which takes effect on the day you subscribe to the contract and ceases on the day of your departure on the trip.

2. CANCELLATION IN THE EVENT OF MULTIPLE COVER

In compliance with article L 112-10 of the French Insurance Code, the Policy holder who takes out an insurance policy for non professional purposes who can prove earlier coverage for one of the risks covered by this new contract, may cancel this new contract without incurring any fees or penalties, as long as it has not been fully performed or if the policy holder has not made use of any coverage, within a deadline of 14 calendar days from the signature of the new contract.
This cancellation can be made in writing or email to the following addresses:

By post: EUROP ASSISTANCE – Service Gestion Clients
1, promenade de la Bonnette, 92633 Gennevilliers Cedex, France
By e-mail: gestion-clients@europ-assistance.fr

The insurer will refund the premium paid by the Policy holder within 30 days of the date the right to cancel is exercised, unless a claim under the contract occurs during the cancellation period.

3. HOW IS PROPERTY DAMAGE COVERED BY THE INSURANCE ASSESSED?

If the damage cannot be determined between us, it is assessed by an amiable and mandatory expertise, subject to our respective rights.
Each of us chooses their expert. If these experts do not agree with each other, they will call upon a 3rd expert and all 3 will work in common and proceed by a majority vote
If either one of us fails to appoint an expert, or failing the agreement of the 2 experts to choose a 3rd, the appointment is made by the President of the Tribunal de Grande Instance of the location where the Claim event occurred. This appointment is made by simple request signed by at least one of us. The party who did not sign is summoned to the expertise by registered letter.
Both parties pay their expert's costs and fees and, when applicable, half of those of the 3rd expert.

4. HOW LONG DOES IT TAKE TO RECEIVE COMPENSATION?

Payment will occur within 5 days of the agreement between us or of the applicable court decision.

5. WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?

The contract's general exclusions are those common to all the insurance cover described in these General terms and conditions. Are excluded:

- **civil or foreign wars, riots, popular uprisings,**
- **the deliberate participation of a Policy holder in riots, strikes, brawls or assault and battery,**
- **the consequences of the disintegration of an atomic core or any radiation from a radioactive energy source,**
- **unless waived, an earthquake, volcanic eruption, tidal wave, flood or natural disaster except in the framework of the French 13th July 1982 Act N° 82-600 covering the compensation of the victims of natural disasters (for insurance cover),**
- **the consequences of the use of medication, drugs, narcotics and assimilated products not available by prescription, and of the abuse of alcohol,**
- **any deliberate act by you that may trigger the coverage under this contract.**

6. SUBROGATION

After having committed costs in the framework of our insurance coverage, we are subrogated in the rights and proceedings that you may be entitled to against third parties liable for the Claim, in compliance with article L 121-12 of the French Insurance Code.
Our subrogation is limited to the amount of the costs we have engaged to perform this contract.

7. WHAT IS THE STATUTE OF LIMITATIONS?

ARTICLE L. 114-1 OF THE FRENCH INSURANCE CODE:
All legal proceedings derived from an insurance contract fall under the statute of limitations 2 years after the event that caused its initiation. However this deadline only applies:
1 – In the event of failure to disclose, omission, false or incorrect declaration about the risk, from the date the Insurer discovered it;
2 – In the event of a Claim, only from the date the interested parties discovered it if they prove that they had no prior knowledge until that date.. When proceedings by the Insured against the Insurer are due to third party proceedings, the statute of limitations only begins to run starting on the date the third party initiated legal proceedings against the Policy holder or was compensated by them.

ARTICLE L. 114-2 OF THE FRENCH INSURANCE CODE:
The statute of limitations is interrupted by any of the ordinary causes of interruption, and by the appointment of experts following a claim. The interruption of the statute of limitations for the proceedings can, amongst other things, result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the policy holder concerning premium payment proceedings, and by the policy holder to the insurer covering the payment of compensation.

ARTICLE L. 114-3 OF THE FRENCH INSURANCE CODE:
By derogation to article 2254 of the French Civil Code, the parties to the insurance contract cannot, even by mutual agreement, either change the duration of the statute of limitations, or add clauses to suspend or interrupt it.
The ordinary causes of the interruption of the statute of limitations are defined in articles 2440 to 2246 of the French Civil Code: the recognition by the debtor of the right they were claiming the statute of limitations against (article 2240 of the French Civil Code), legal proceedings (articles 2241 to 2243 of the French Civil Code), a forced performance (articles 2244 to 226 of the French Civil Code).

8. COMPLAINTS

EUROP ASSISTANCE elects domicile at its head office.
If you have a complaint or a dispute, you can contact Service Remontées Clients d'EUROP ASSISTANCE – 1, promenade de la Bonnette, 92633 Gennevilliers Cedex, France.
If the processing time is in excess of 10 working days, a letter informing you of the delay will be sent to you within this period. A written answer will be sent within a maximum of 2 months from the date the initial complaint was received.

9. CONTROLLING AUTHORITY

The authority in charge of inspection is the Autorité de Contrôle Prudentiel et de Résolution – A.C.P.R. – 61, rue Taitbout, 75436 Paris Cedex 09, France.

10. DATA PRIVACY

EUROP ASSISTANCE, a company governed by the French Insurance Code, with its registered office at 1, promenade de la Bonnette – 92633 Gennevilliers cedex, France (hereinafter the "Insurer"), acting as the person in charge of processing, processes the Policy holder's personal data in order to:

- manage assistance and insurance requests,
- organise customer satisfaction surveys of Policy holders who have benefited from its assistance and insurance services,
- to draw up sales statistics and actuarial studies,
- to examine, accept, check and monitor risk,
- to manage potential litigation and implement legal measures,
- to implement monitoring duties in the context of money laundering and the financing of terrorism, asset freezing measures, the fight against the financing of terrorism, including the triggering of alerts and declarations of suspicion,
- to implement the measures against insurance fraud,
- to manage the recording of phone conversations with the Insurer's employees or those of its subcontractors for the purpose of training and assessing employees and improving the quality of service, as well as to manage potential disputes.

The Policy holder is informed of and accepts that their personal data be processed for specific purposes. This processing is carried out under the terms of the contract.

The collected data is mandatory. If this data is not communicated, it will be more difficult, or even impossible, to manage the Policy holder's requests for insurance or assistance.
To this effect, Policy holders are informed that their personal data is for use by the Insurer, in charge of processing, and the Insurer's subcontractors, subsidiaries and agents. In order to fulfil its legal and regulatory duties, the Insurer may communicate data to the legally authorised administrative or judicial authorities.
Policy holders' personal data is kept for a variable amount of time depending on the use (6 months for phone recordings, 10 years for medically-related processing, 5 years for other processing), increased by the mandatory retention periods for accounting purposes and the legal duration of the statute of limitations.
Policy holders are informed and accept that their personal data be communicated to recipients in third countries outside the European Union that have equivalent protection. Data transfers to these third countries are governed by:

- a cross-border flow agreement drawn up in compliance with standard contractual manager-to-subcontractor clauses issued by the European Union and currently applicable.
- the subscription contracts of Insurer entities to internal conditions compliant with recommendation 1/2007 of the Article 29 Work group on the standard request to approve constraining company rules for the transfer of personal data.
- a cross-border flow agreement drawn up in compliance with the currently applicable Privacy Shield for data transfers to the United States.

Policy holders may request a copy of the appropriate guarantees covering data transfer from one or other of the addresses indicated below.
The purpose of these flows is to manage assistance and insurance requests. The following categories of data are covered:

- identity related data (in particular: surname, first name, gender, age, date of birth, phone number, email address) and privacy related data (in particular: family situation, number of children),
- location data,
- health data, including the social security number (NIR).

Policy holders, as persons concerned by the processing, are informed that they have a right of access, correction, deletion and portability of their data, as well as a right to limit its processing. They also have a right to oppose. Policy holders have the right to withdraw their consent at all times, without having an impact on the validity of the processing based on consent before it was withdrawn. Furthermore, they have a right to draw up specific and general directives as to the preservation, deletion and communication of their data after their death.
Policy holders may exercise their rights by contacting the Data protection delegate by letter accompanied by the photocopy of a signed identity document to one or other of the following addresses:

- by post: **EUROP ASSISTANCE – À l'attention du Délégué à la protection des données – 1, promenade de la Bonnette – 92633 Gennevilliers, France**,
- or by email: **protectiondesdonnees@europ-assistance.fr**

Finally, Policy holders are informed that they have the right to file a complaint with the Commission Nationale Informatique et Libertés (French Data Privacy Watchdog).

11. RIGHT OF CONSUMERS TO REFUSE COLD CALLING

EUROP ASSISTANCE FRANCE hereby informs Policy holders, in compliance with the French 17th March 2014 Act nº 2014-344, that if they do not wish to be the subject of sales prospecting by phone by a professional with which they have no pre-existing contractual relationship, they can register free of charge on the register of people who reject phone prospecting by sending a letter or an email to: SOCIÉTÉ OPPOSETEL – Service Bloctel – 6, rue Nicolas Siret – 10000 TROYES-France – www.bloctel.gouv.fr

europ assistance
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