



## **General Conditions**

# **Insurance Policy FRENCH CIVIL LIABILITY AND TRAVEL CANCELLATION OR INTERRUPTION**



**ASSOCIATIONS  
& COLLECTIVITÉS**

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## PREAMBLE

This "French Civil Liability and Travel Cancellation or Interruption" policy is governed by the French Insurance Code.

These General Conditions set out all the undertakings which MAIF may provide to anyone having taken out "French Civil Liability and Travel Cancellation or Interruption" cover via GUESTTOGUEST, the TUKAZZA ! website.

## Clause 1: Object of policy

This policy is intended to cover the pecuniary consequences of civil liability which may be incurred by the guest as policyholder with GUESTTOGUEST, the TUKAZZA ! website, with regard to the occupation and/or tenants' risks for which it is liable to the owner of the real property concerned in the exchange. In addition, the participants are also covered against "Cancellation-Interruption" risks.

## Clause 2: Definitions

### 2.1 - Policyholder

The policyholder so named in the exchange summary and insurance cover stated in the special conditions.

It is expressly provided that the policyholder and the persons named in the exchange details shall not be entitled to membership.

### 2.2 - Insured

The persons participating in the stay and named in the exchange details.

### 2.3 - Insured event

An insured event means any loss, damage or injury occasioned to third parties for which the insured is liable, resulting from any originating event or a number of originating events arising from the same technical cause, attributable to the occupation of the accommodation occupied by the policyholder, the participants in the exchange and covered by the policy, having given rise to one or more claims.

### 2.4 - Claims

A claim means any application, in or out of court, for compensation, made by the victim or beneficiary of an insured event, for any loss or damage, addressed to the insured or his insurer.

### 2.5 - Third parties

A third party is any victim other than the person causing the damage, including the host.

### 2.6 - Property entrusted

Property entrusted means any moveable property not belonging to the policyholder inside the host's house, temporarily occupied by the policyholder during his stay.

### 2.7 - Personal injury

Any personal injury to an individual and the consequences thereof.

### 2.8 - Tangible loss or damage

Any deterioration, destruction or disappearance of an object or substance; any damage to animals.

### 2.9 - Intangible consequential loss

Any financial loss caused by the loss of use of a right, interruption of a service provided by a person, personal property or real estate, or loss of benefit, which directly leads to physical injuries or material damage.

### 2.10 - Intangible non-consequential loss

Any financial loss caused by the loss of use of a right, interruption of a service provided by a person or real or personal property or loss of profit, without physical injury or material damage.

## Clause 3: Policy term

### 3.1 - Declarations on which the policy is based

#### 3.11 - On subscription of the policy

The subscriber (policyholder) must declare the dates of commencement and end of the stay or exchange and the number of persons present thereat to TUKAZZA !, the insurer's intermediary. TUKAZZA ! must accurately inform MAIF of all the facts in its possession, notably the number of subscribing policyholders, the number of stays or exchanges concerned and any information which might increase the risks covered by MAIF. The policy shall be prepared in accordance with these facts.

#### 3.12 - During the policy term

Any new circumstances affecting the facts declared on subscription to TUKAZZA ! must be declared to TUKAZZA ! within fifteen days of the policyholder becoming aware thereof.

#### 3.13 - Sanctions

3.131 - Any intentional concealment or false declaration will result in the policy being annulled, pursuant to the provisions of article L 113-8 of the French Insurance Code.

3.132 - Any omission from or inaccuracy in the declaration will result:

- if it is discovered before the insured event, either in an increased premium or in termination of the policy by MAIF;
- if it is discovered after the insured event, in reduced compensation, proportionate to the premium actually paid, as opposed to that which would have been charged, had the risks been accurately and fully declared, pursuant to the provisions of article L 113-9 of the French Insurance Code.

3.133 - Failure to declare any new circumstances within the period provided in clause 2 may result in termination of the policy, pursuant to the provisions of article L 113-2 of the French Insurance Code.

Such termination may only be enforced against the insured if MAIF proves that delay in declaring the new circumstances has caused it a loss.

It may not be enforced in any case where the delay is due to an Act of God or force majeure.

#### 3.14 - Other insurance

- if the risks covered under this policy and amendments hereto are or become covered by any other insurance, the policyholder or beneficiary must inform MAIF thereof.
- the existence of any other insurance covering the same risks must be declared on the occurrence of any event involving the same cover. Pursuant to the provisions of article L 121-4 of the French Insurance Code, the policyholder or beneficiary may be compensated for his loss by applying to the insurer of his choice.

### 3.2 - Policy life

#### 3.21 - Effective date and term

The policy shall take effect from the date stated on the form or subscription form, i.e., the start and end dates for the stay or exchange, in accordance with the dates stated in the exchange details and the subscription form for the cover.

Cover extends from the start to the end dates for the stay. It can only be activated insofar as the premium has been paid to TUKAZZA !

#### 3.22 – Payment of premiums

The premium is payable on the date of subscription of the policy with TUKAZZA !. It is payable on that date.

## 3.23 - Termination

The policy may be automatically terminated in three circumstances:

- in the event of MAIF's approval being totally withdrawn (article L 326-12 of the French Insurance Code);
- in the event of requisition of the insured property, pursuant to prevailing law;
- in the event of total loss of the insured property, due to a non-covered event (article L 121-9 of the French Insurance Code).

## 3.3 - What happens on the occurrence of an insured event?

### 3.31 - Information from TUKAZZA !

#### 3.311 - Declaration of event

Under penalty of TERMINATION, except for Act of God or force majeure, the policyholder must declare any event which might activate the cover subscribed, within five working days of his awareness thereof; **should this period not be complied with, TUKAZZA ! and MAIF may only enforce termination for late notification if prejudice resulting therefrom can be proved.**

**In the event of intentional false declaration by the policyholder as to the date, circumstances or consequences of an insured event, the policyholder shall have no right to any compensation.**

#### 3.312 - Other obligations

The policyholder shall also:

- provide any information enabling the liability of a third party to be established;
- transmit without delay any communication concerning an insured event;
- comply with any instructions required to protect the interests of TUKAZZA ! and MAIF.

**Should the policyholder fail to comply with these obligations, TUKAZZA ! and MAIF shall be entitled to claim compensation from him for loss thereby caused - or retain this from any sum due.**

#### 3.313 - Estimation of loss or damage

The policyholder shall, in the event of a claim, provide evidence of:

- the existence and value of property damaged, by any available means or documents in his possession;
- the extent of the loss or damage.

## 3.32 - Settlement of claims

### 3.321 - Assessment of loss or damage and expert enquiry

Loss or damage to third parties may be assessed by mutual agreement or via an out-of-court expert enquiry at the initiative of and financed by MAIF, subject to the respective rights of the parties. Each party shall bear its own costs of attending the expert enquiry.

### 3.322 - Payment of compensation

Compensation will be paid within 30 days after the date of agreement of its amount by the parties or that of an enforceable court decision.

### 3.322 - Procedural management

In the event of action claiming liability insured under this policy, MAIF:

- shall alone be entitled to negotiate with the injured parties or their representatives;
- shall manage proceedings before the courts and have freedom to exercise any right of appeal. However, if it is not a party before a criminal court, it must obtain the policyholder's consent, whenever the insured may be criminally liable.

In default of agreement, the fees of the insured's advocate shall be covered up to the ceilings shown in the fee reimbursement table in Appendix 1.

## 3.33 - Settlement of disputes and mediation

### 3.331 - Settlement of disputes

#### a - Dispute as to the conclusions of the expert enquiry

In the event of disagreement by the policyholder as to the conclusions of the expert appointed by MAIF, the dispute shall be submitted to a third party expert.

This third party expert, chosen by the policyholder from a list of three experts suggested by MAIF, shall be appointed by agreement and his conclusions will bind the parties.

The third party expert's fees shall be borne equally by the parties.

In default of agreement on the holding of a third party expert enquiry, any party may apply to the territorially competent court for the appointment of a court expert.

The court expert's fees shall be borne by the party applying for his appointment.

Each party shall bear its own (advocate or expert) adviser(s)' costs and fees.

#### b - Other disputes

In the event of disagreement on the conditions for implementing the policy, and subject to the right of any interested party to bring legal proceedings, the resolution of a dispute may be submitted to arbitration, upon the same terms as those set out in clause 3.331.a for the appointment of a third party expert.

### 3.332 - Mediation

MAIF shall provide the policyholder with a system for settlement of disputes guaranteeing transparency and respect for his rights.

In the event of disagreement on the application of this policy, the salaried manager or agent of the Board of Directors of the competent body responsible for the insured's policy or claim file shall be available to him in the event of any dispute.

Should the dispute persist, the insured may, at any time, after availing himself of the facility set out above, make a claim in a letter sent by ordinary post to: MAIF Service Réclamations CS 90000, 79038 Niort Cedex 9 or by e-mail to: [www@mediation-assurance.org](mailto:www@mediation-assurance.org).

If, after considering the claim, the dispute is still unresolved, the insured may apply to : LA MEDIATION DE L'ASSURANCE – TSA 50110 – 75441 PARIS CEDEX 09 which will take action according to the procedures and within the limits prescribed in the *Charte de la Médiation de l'Assurance* (Insurance Mediation Charter). This charter may be sent to him on simple request to the service Réclamations (Claims Department) referred to above.

The opinion received does not, however, bind the parties. If the insured is still unsatisfied, he may apply to the competent Court to challenge the insurer's decision.

## 3.34 - Subrogation – action by MAIF

Pursuant to prevailing law, the MAIF branch which has paid the insurance compensation is subrogated up to the amount thereof in the rights and actions of the policyholder against any third party responsible for the loss or damage so compensated.

## 3.4 - Sundry provisions

### 3.41 - Prescription

No action pursuant to this policy may be brought more than two years after the insured event (articles L 114-1\* and L 114-2\* of the French Insurance Code).

The prescription period may be interrupted for one of the ordinary causes of interruption and in the following cases:

- assignment of adjuster following a loss,
- sending a certified letter with acknowledgment of receipt by MAIF to your address regarding payment of premium or from you to MAIF regarding payment of indemnity;
- court summons (even in summary proceedings);
- order or seizure served on someone whom one wishes to prevent from being time-barred;
- implementation of out-of-court procedure for settlement of disputes and mediation referred to in clause 3.332 of these general conditions.

### 3.42 - Costs and fees incurred in proceedings

In the event of a court decision favourable to the policyholder, any sum obtained in repayment of costs and fees incurred in settlement of the claim or dispute and awarded by the court applied to, notably pursuant to articles 695 and 700 of the French Civil Procedure Code, 475-1 of the French Criminal Procedure Code or 761-1 of the French Administrative Justice Code, shall firstly be used to repay the insured for expenses incurred by him and secondly to repay MAIF up to the amount paid thereby on behalf of the policyholder.

## Clause 4: Cover period

For orders made in civil proceedings, cover is granted for 5 years, pursuant to the provisions of article L 124-5, para. 4 of the French Insurance Code and as provided below:

The financial consequences of insured events are covered, where:

- the injurious act is prior to the date of termination or expiry of the cover; and
- the initial claim is brought between the commencement of cover and the expiry of a period of 5 years (save for special regulatory provisions) from the date of termination or expiry of the cover concerned, whatever the date of other components of insured events.

However, where the event was known to the insured after the date of termination or expiry of the cover, the claim will only be covered if, at the time when this knowledge was acquired, this cover had not been resubscribed to or had been on the basis of being triggered by the injurious act.

- events whose injurious origin was known to the insured on the date of subscription are not covered.

## Clause 5: Amount of cover

Cover is limited to the amounts stated in the special conditions. Cover amounts stated in the special conditions are not indexed. These sums limit MAIF's liability for all loss or damage pertaining to a single event. Event means loss or damage arising from the same originating event.

## Clause 6: Territorial extent of cover

Cover extends to the period of stay stated in the exchange summary worldwide, provided the period of stay stated or exchange does not exceed 90 days.

## Clause 7: Exclusions applicable to all risks

The following are excluded from all types of cover:

### 7.41 - events of any kind:

#### 7.411 - arising from civil or foreign wars.

**Under article L 121-8 of the French Insurance Code, the policyholder or insured must prove that the event resulted from a fact other than foreign war; MAIF has the burden of proving that the event resulted from civil war.** Events resulting from terrorist acts, attacks, riots or popular uprisings in the national territory are, however, covered.

#### 7.412 - resulting from soil desiccation and/or rehydration, earth tremors, volcanic eruptions, tidal waves and other cataclysms, except for events within the field of application of French law no. 82-600 of 13.07.82 concerning compensation of victims of natural disasters.

#### 7.413 - caused by arms or devices designed to explode by modification of the structure of an atomic nucleus or any combustible nuclear material, radioactive product or waste or any other source of ionising radiation. Radioactive isotopes\* for scientific, medical, agricultural or industrial use are nonetheless covered.

*\* radioactive isotopes: any particles rendered radioactive and intended primarily for imagery (medical or industrial).*

#### 7.414 - resulting from the use or dissemination of GMOs referred to in French law no. 92.654 of 13 July 1992 and any substitution and application decrees therefor.

### 7.42 - damage of any kind caused by asbestos.

### 7.43 - loss or damage resulting from:

- an intentional or fraudulent act of the policyholder and/or participant in a stay or exchange,
- active participation of the policyholder and/or participant in a stay or exchange in an unlawful act amounting to a criminal offence or intentional delict. Liability incurred thereby by way of civil liability for the perpetrator of the loss or damage will be covered under the policy, whatever the nature or gravity of the fault committed by the perpetrator.



## Provisions applicable to all cover

**7.44 - fines or penalties, whether or not assimilated to civil reparation.**

**7.45 - loss or damage resulting from participation by the insured in protests, competitions including trials, subject to public authorisation under prevailing regulations.**

**7.46 - loss or damage caused to and by any aerial device or vehicle owned, used or kept by the insured.**

**7.47 - loss or damage resulting from ownership or use of terrestrial motor vehicles and trailers, subject to obligatory insurance, is excluded from the policy, including when used as a tool, whether moveable or otherwise.**

**7.48 - loss or damage caused to participants in a stay or exchange.**

## Clause 8: civil liability

### 8.1 - General civil liability

#### 8.11 - Liability cover

MAIF covers the financial consequences of French civil liability incurred by the insured to third parties:

- with regard to occupation and/or tenants' risks for which he is liable to the owner of the property exchanged, cover is extended to loss or damage caused to moveable property within the real property insured under the stay or exchange policy;
- by his own act, persons or animals for which he is liable, where the originating cause of the loss or damage occurred during the stay or exchange period.

#### 8.12 - Loss or damage covered

Loss or damage resulting from an accident is covered. Accident means any injurious act unintended by the insured and/or policyholder, usually unforeseeable and resulting from the sudden action of an exterior cause.

The loss, injury or damage may be:

- bodily
- tangible
- intangible
- intangible, consequential on covered personal injury or tangible loss or damage, and, by extension, intangible loss or damage non-consequential on personal injury or tangible loss or damage covered **excluding**:
  - **loss or damage resulting from deceptive publicity, unfair competition, imitation, defamation, threats, blackmail, infringement of privacy, libel, slander or abuse;**
  - **consequences of French civil liability incurred either by the insured and/or policyholder, as the employer of another participant in a stay;**
  - **consequences of undertakings by the insured insofar as the obligations resulting therefrom exceed those prescribed by law;**
  - **loss or damage resulting from non-compliance with the period for restitution of the real property concerned in the stay or exchange contract.**
  - **loss or damage associated with termination of the contract for breach or intentional non-performance of contractual obligations;**
  - **intangible loss or damage not directly consequential on personal injury or tangible loss or damage caused by noise, smoke, odours, emanations, obstruction of access by neighbours, traders or otherwise, which are not fortuitous because inevitably resulting from the provision of services or work of any kind done by the insured or on his behalf;**
  - **intangible loss or damage resulting from the sale, purchase or management of real property.**

#### 8.13 - The cover applies to:

- liability arising from occupation of the premises under the stay or exchange policy.

### 8.2 – French civil "environmental damage" liability

**8.21** - MAIF covers French civil liability you may have for loss or damage to a third party resulting from accidental environmental damage arising from fortuitous acts committed when occupying real property.

**8.22** - Environmental damage is accidental when it appears concomitantly with a sudden and unforeseen event which caused it **and does not develop slowly and progressively.**

#### **8.23** - Environmental damage includes:

- the emission, dispersion, transmission or deposit of any solid, liquid or gaseous substance, carried by air, soil or water;
- the production of odours, noise, vibrations, variations in temperature, waves, radiation or rays exceeding the permitted level of ordinary obligations to neighbours.

**8.24 - The following are excluded from cover:**

**8.241 - pollution of natural elements, such as air, water, soil, fauna and flora in common use and any aesthetic prejudice or impairment of enjoyment pertaining thereto;**

**8.242 - fees payable by you pursuant to the law and regulations in force at the time of the insured event, even if such fees are intended to remedy a situation consequent to covered damage, and any fines, including those assimilated to civil reparation;**

**8.244 - loss or damage resulting from the poor condition, inadequacy or defective maintenance of installations, where such circumstances were known or could not have been unknown before such loss or damage.**

**8.25 – non-accidental environmental damage is covered. It is limited to the amount stated in the special conditions.**

8.3 – Excess

Cover for damage to moveable contents is subject to an excess quantified in the special conditions.

## Clause 9: Legal cover

### 9.1 - Defence costs

MAIF undertakes to defend the insured and/or policyholder before any court with regard to an insured event whose financial consequences are covered pursuant to clauses 8.1 and 8.2 of this policy and to pay the legal costs thereof **excluding fines.**

### 9.2 - Plaintiff's costs

MAIF undertakes to take any action in or out of court to claim compensation for loss or damage caused to the insured and/or policyholder, insofar as such loss or damage would have been covered under this policy, if the perpetrator had been the insured.

## Clause 10: Travel cancellation and interruption insurance

### 10.1 – Effect of cover

#### 10.11 Cancellation cover:

Where the insured or participant cancels his journey or stay, cover applies to the reimbursement of non-repayable transport costs incurred by those insured, any part payment or deposit therefor paid or payable by the insured at the time of cancellation, no such payments for excursions or activities being covered on account of cancellation;

Compensation for costs payable by the insured may not exceed the amount for the option subscribed and is subject to production of supporting documents by those insured.

#### 10.12 Interruption cover:

Cover extends to the insured and/or participant interrupting his stay consequent to a covered event, reimbursement of transport or additional costs occasioned by an early return, part payments or deposits for future excursions or activities and the pro rata rental cost from the date of interruption until its anticipated end date.

Compensation for costs payable by the insured may not exceed the amount for the option subscribed and is subject to production of supporting documents by the insured.

## 10.2 – Conditions for grant of cover

### 10.21 Cancellation cover:

Cover is provided in all cases where cancellation, notified before departure of the insured, results from the occurrence, after the policy has been taken out, of one of the events listed below, formally preventing his departure:

#### 1 – Death, serious illness or serious accident :

- a. of the insured or the host, his spouse or concubine, their ascendants or descendants;
- b. of brothers, sisters, brothers- or sisters-in-law, sons- or daughters-in-law of the insured or the host;

#### 2 – Medically attested illness or bodily accident, preventing the exercise of any professional or other activity :

- of the insured or host, his spouse or partner, their ascendants or descendants ;
- of brothers, sisters, brothers- or sisters-in-law, sons- or daughters-in-law of the insured or host, **provided that the illness or personal injury accident requires inpatient treatment exceeding 8 days.**
- Provided that the illness or bodily accident require hospitalisation exceeding 8 days:
  - o of brothers, sisters, brothers- or sisters-in-law, sons- or daughters-in-law of the insured or the host

#### 3 – On production of a medical certificate in the name of the insured expressly specifying:

- any unforeseeable medical complications due to pregnancy before the 7<sup>th</sup> month, involving complete cessation of any professional activity;
- contra-indication, after vaccination, or medical impossibility of following preventive treatment required for the destination of your journey.

4 – The accidental destruction of professional or private premises (principal or secondary residence) of the insured or the host, occurring after the policy has been taken out and imperatively requiring his presence during the stay at the place of the insured event, to implement conservatory or administrative measures.

5 – The destruction of the real property in which the stay was to be taken, or any event occurring after the policy has been taken out and rendering its full and entire possession impossible.

6 – Administrative or professional summons or event, on a date during the intended stay, on the express condition that the insured was not aware of the date of one of the events restrictively listed below at the time of taking out the policy:

- summons before a court as witness, juror at Assizes or proceedings for adoption of a child, during the insured stay;
- redundancy, provided the redundancy procedure had not been started before the policy was taken out:
  - o of the insured, his spouse or concubine;
  - o the father, mother or person financially responsible for the under-age insured.

7 – Theft of the insured's identity card or passport within 48 hours before his departure, preventing him from complying with police border formalities;

8 – Refusal of tourist's visa for the insured by the authorities of the country visited, where the administrative periods imposed thereby for obtaining the visa have been complied with.

10.22 Should the host cancel his stay for one of the reasons referred to in clause 10.21 of the policy and if no solution could be offered by finding another exchange, payment on the spot of the accommodation costs will be made up to the amount of the option subscribed multiplied by the number of theoretical days, whatever the number of participants.

10.23 Interruption cover:

Cover will apply if the member's stay is interrupted for one of the following reasons:

- Premature medical repatriation or return of the insured, organised by MAIF Assistance or another assistance company.
- Death of the insured or the host, his spouse or concubine, sisters or brothers, direct ascendants or descendants, brothers- or sisters-in-law, sons- or daughters-in-law of the insured or the host.
- Serious illness or serious accident of the host, his spouse or concubine, direct ascendants or descendants.
- The accidental destruction of professional or private premises (principal or secondary residence) of the insured or the host, occurring during the stay, requiring his presence at the place of the insured event, to effect safety or rescue operations.
- The destruction of the real property in which the stay was to be taken, or any event occurring during the stay and rendering its full and entire possession impossible.
- Non-compliance of the property with the equipment and characteristics stated and/or the operational failure of such equipment, making full and entire enjoyment of the said property impossible, ie. :

**OPTION 1 :**

- Handicapped access,
- Heating,
- Water (hot and cold),
- Electricity,
- Enough beds,
- Refrigerator,
- Bathroom,
- Kitchen with cooking equipment,
- Lift,
- Parking area,
- Air conditioning (exhaustive list).

**OPTION 2 :**

The equipment under option 1 plus :

- Oven,
- Microwave oven,
- Dishwasher,
- Washing-machine,
- Dryer,
- WiFi,
- Internet,
- Swimming pool,
- Garden,
- Balcony/terrace (exhaustive list).

**OPTION 3 :**

The equipment under option 1 and 2 plus :

- Television,
- Bathtub,
- Computer,
- Satellite/cable,
- Baby equipment,
- Fireplace,
- Telephone,
- Freezer,
- Jacuzzi,
- Sauna,
- Barbecue,
- Home cinema (exhaustive list).

and where no solution could be achieved to remedy this situation. Where it is possible for compliance to be effected, payment for the prejudice occasioned will be paid, up to the fixed daily sum for the cancellation/interruption option subscribed, limited to the time taken to effect compliance.

### 10.3 – Exclusions common to all cancellation and interruption cover

Apart from the exclusions provided in clause 7 of these general conditions, no cover shall apply to cancellation and interruption consequent to:

- any act, damage or fraudulent misdeed intentionally provoked by the insured, including suicide or attempted suicide;
- pregnancy, including its complications, where the person is more than 7 months' pregnant at the time of departure and, in any circumstances, voluntary abortion, illness or accident pre-existing the taking out of the policy;
- overlooking vaccination;
- epidemics, local hygiene or pollution;
- criminal proceedings against the participant.

### 10.4 – Temporal scope of cover

#### 10.41 Cancellation cover:

Cover applies from subscription, which must be effected on registration for the journey or stay or on finalisation of the exchange, until the time of departure or entry into possession of the premises.

The cover does not apply during the travel, trip, or once on the accommodation premises.

#### 10.42 Interruption cover:

The cover takes effect on the date of departure or entry into possession of the premises and expires on the date of return from the journey or vacation of the premises.

### 10.5 – Cover amount

#### 10.51 Cancellation cover:

Cover is granted within the limit of the costs of cancellation payable by the insured and invoiced by TUKAZZA ! or any other company or body from which the insured has bought a service, within the limit of the amount of cover subscribed with TUKAZZA !.

#### 10.52 interruption cover:

Payment to the insured of compensation proportional to the number of days of stay or exchange unused and to the number of persons having effectively vacated the stay premises, from the night after the event involving medical repatriation or the anticipated return date of the insured within the limit of the amount of cover subscribed with TUKAZZA !.

## 10.6 – Declaration formalities

### 10.61 Cancellation cover:

To benefit from reimbursement associated with cancellation cover, the insured or his beneficiaries must:

1 - Inform TUKAZZA ! of the withdrawal, to enable it to inform the host of the cancellation and declare the insured event to MAIF.

2 - Transmit to TUKAZZA ! or MAIF any supporting documents required for completion of the file, to substantiate the claim and the amount thereof, such as:

- in the event of cancellation for medical reasons, a medical certificate and a copy of the sick leave certificate;
- in the event of death, a death certificate and a civil status certificate;
- in the event of redundancy, a copy of the redundancy notice, the invitation to the preliminary interview and a copy of the employment contract;
- a copy of the letter notifying a summons before the court;
- a copy of the declaration of theft of an identity card or passport;
- a copy of the letter of refusal to issue a tourist visa;
- in other cases, supporting documents.

**And, in all cases, a copy of the general and special conditions of sale and the original invoices for the costs of cancellation and registration issued by TUKAZZA ! or any other body or company.**

3 - Spontaneously declare any cover taken out for the same risk with other insurers

### 10.62 Interruption cover:

To benefit from reimbursement associated with interruption cover, the insured or his beneficiaries must:

1 - Inform TUKAZZA !, orally against receipt or in writing, as from the occurrence of the event, and at the latest within **5** working **days**, to enable it to inform MAIF of the insured event. After this period, the insured shall not be entitled to compensation if his delay has caused any prejudice to MAIF.

2 - Transmit to TUKAZZA ! any supporting documents required for completion of the file, to substantiate the claim and the amount thereof, such as:

- the original of the detailed invoice for costs payable by the insured;
- a certificate of repatriation or the anticipated return of the insured or of the person named in the same registration document as the insured, issued by the assistance company concerned and stating the date of the event giving rise to the medical repatriation or the early return date;
- the date of the insured's return in the event of interruption of his stay following medical repatriation or early return, organised by MAIF ASSISTANCE or by any other assistance company, of the person named in the same registration document as the insured.

3 - Spontaneously declare any cover taken out for the same risk with other insurers

## Appendix 1 FIXED SUM REIMBURSEMENT OF ADVOCATES' FEES

Proceedings before the civil courts		€(ex-VAT)
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	Criminal court with limited jurisdiction	
	- Criminal judgement	731 <sup>2</sup>
	- Liquidation judgement in civil proceedings	466 <sup>2</sup>
	Sentencing court	466
	Appellate court from courts with limited jurisdiction	824
	Commission for compensation of victims of crime (CIVI)	
- application for interim relief or appointment of court expert	333	
- decision liquidating civil affairs	632 <sup>2</sup>	
Criminal mediation	300	
Summons	102	
French Assize Court per day <sup>4</sup>	€1,500/day	
Proceedings before the administrative courts		€(ex-VAT)
	Summary proceedings/administrative appeal or application	457
	Court of 1 <sup>st</sup> instance	917
	Administrative appellate court	
	- for the defendant	917
- for the plaintiff	1,098	
Compromise negotiated by advocate: remuneration identical to that provided for proceedings before the courts		
Pre-trial appearance of advocate without effecting a compromise		€(ex-VAT)
	Dispute within jurisdiction of the County Court (TI)	428
	Dispute within jurisdiction of the Superior Court of First Instance (TGI)	611

1- as from the second statement.

2- however many hearings per matter.

3- preliminary criminal investigation by a judge does not appear in this system of reference, as it is of variable significance, depending on the matter.

4- minimum 8-hour day, including file preparation time.



## Laws and regulations

### **Article L 113-3 of the French Insurance Code**

*The premium is payable at the address of the insurer or his appointed agent. However, the premium may be payable at the address of the insured or at any other agreed location, in the restricted circumstances and conditions decreed by the French Council of State.*

*In default of payment of all or part of a premium within ten days of its due date, and independently of the insurer's right to sue for enforcement of the policy, cover may only be suspended thirty days after formal notice to the insured. Where the annual premium is payable by instalments, suspension of the cover, for non-payment of any instalment, shall continue until expiry of the insurance year concerned. All or part of a premium is payable in any event, after formal notice to the insured.*

*The insurer is entitled to terminate the policy ten days after expiry of the thirty-day period referred to in the second paragraph of this article.*

*The non-terminated policy shall resume its effect at noon on the day after the date on which the premium arrears have been paid to the insurer or its appointed agent or, where the annual premium is payable by instalments, any instalment in respect of which formal notice has been given and any becoming payable during the period of suspension plus any litigation and recovery costs.*

### **Article L 113-14 of the French Insurance Code**

*Wherever the insured is entitled to request termination, he may do so at his option, by declaration against receipt at the registered office or to the local representative of the insurer, by extrajudicial deed, by recorded delivery letter or by any other means stated in the policy.*

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

*Any action arising under an insurance policy shall be time-barred two years after the originating event. However, this time limit shall only apply to:*

*1° concealment, omission, false or inaccurate declaration as to the risk concerned, as from the date when the insurer became aware of it;*

*2° an insured event, as from the date when the interested parties became aware of it, if they prove that they were unaware beforehand.*

*When the action of the insured against the insurer is caused by a third-party claim, the prescription period only runs from the date when this third party takes legal action against the insured or has been indemnified thereby.*

*The prescription period is ten years in life insurance policies where the beneficiary is distinct from the policyholder and, in personal accident insurance policies, where the beneficiaries are those of the deceased insured.*

*For life insurance policies, notwithstanding the provisions of 2° above, actions by the beneficiary are time-barred at the latest thirty years after the death of the insured.*

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

*The prescription period is interrupted by one of the ordinary causes of its interruption and by the appointment of experts after an insured event. The prescription period for taking action may also be interrupted by the insurer sending the insured a receipted recorded delivery letter relating to payment of compensation.*

## Processing of personal data

Personal data obtained by MAIF is processed for the conclusion, management and execution of policies or contracts, and for the institutional requirements of its Articles of Association.

Such data may also be processed pursuant to legal and regulatory provisions, including against money laundering, terrorist financing and fraud.

The persons concerned have a right of access, rectification, objection and deletion, by contacting the Secrétariat Général MAIF, 79038 Niort Cedex 9 or via [sec-general@maif.fr](mailto:sec-general@maif.fr).

The processing of personal data is declared to the French National Data Protection Commission (CNIL) and carried out pursuant to the provisions of French law 78-17 of 6 January 1978, as amended.

**MAIF** - Mutual insurance company with variable premiums - CS 90000 - 79038 Niort cedex 9.  
Company governed by the French Insurance Code.

The authority responsible for its supervision is: Prudential supervision and resolution authority (ACPR)  
61 rue Taitbout – 75436 Paris Cedex 09 - France

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[www.maif-associationsetcollectivites.fr](http://www.maif-associationsetcollectivites.fr)



## Special conditions offer no. 2

# CIVIL LIABILITY AND TRAVEL CANCELLATION AND INTERRUPTION INSURANCE Policy

### CONTENT AND MAXIMUM COVER AMOUNT

Maximum cover applies per insured event except for Civil liability "environmental damage", granted per insured event and for an insurance period not exceeding the duration of the stay or exchange.

Description and content of cover	Maximum cover
<b>Civil liability:</b>	
1. All-risk cover is limited to .....	€5,000,000 per insured event
General civil liability:	
- personal injury.....	€5,000,000
- tangible loss or damage (fire, explosion, water damage) including : - claims other than fire, explosion, water damage	€3,000,000
- damage to movable property contents .....	€25,000
	€5,000
- intangible consequential loss or damage .....	€150,000
- intangible non-consequential loss or damage .....	€50,000
2. Civil liability environmental damage:	€300,000 including:
- accidental damage.....	- €100,000
- non-accidental damage .....	- €50,000
<b>Legal costs:</b>	
Legal costs of policyholder in respect of his activities .....	€100,000
<b>Cancellation / interruption:</b>	
1. Cancellation	
➢ Reimbursement of non-reimbursable transport costs, down payments and deposits therefor, paid and still payable at the time of cancellation, such down payments and deposits for excursions or activities which cannot be reimbursed because of the cancellation.	
➢ Compensation paid in respect of payable costs is subject to remittance of supporting documents and cannot exceed the amount for the option subscribed, i.e. ....	€100 per day
2. Interruption	
➢ Reimbursement of transport costs or additional financial costs arising from early return, down payments and deposits for intended excursions or activities and the proportional rental cost from the date of interruption until the theoretical end date	
➢ Compensation paid in respect of payable costs is subject to remittance of supporting documents and cannot exceed the amount for the option subscribed, i.e. ....	€100 per day
<b>Excess</b>	
- Contractual excess: - €100 excess for loss of or damage to moveable property contents - Excess applicable to compensation paid in respect of "Civil liability", "Legal costs" and "Cancellation Interruption" cover: None	