



**ASSURLODGE**

Contract no. 102 92 73

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## **SHORT-TERM HOLIDAY RENTALS**

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REF: 20 - ASL- pack L2M  
Version 05/2023

## PRE-CONTRACTUAL NOTIFICATION

*Dear customer,*

*Taking into account the characteristics of the benefits you have purchased, the protection you are looking for and the information you have given us, we recommend the coverage provided in this insurance contract.*

*Before taking out this insurance policy, please read carefully this Notification and the General Terms and Conditions.*

*Please note that subscription to this insurance contract is optional and is not a prerequisite for the purchase of any of the coverage Benefits.*

### **Information for exercising your right of cancellation provided for in Article L.112-10 of the French Insurance Code**

You have the right to cancel this contract within thirty days (calendar days) from the date the contract was signed, at no cost or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the contract, this period only runs from the payment of all or part of the first premium.

**To exercise the right of cancellation, the following four conditions must be met:**

- ***You have taken out this policy for non-professional purposes;***
- ***This policy is in addition to the purchase of property or a service sold by a supplier;***
- ***The policy you wish to cancel has not been fully executed;***
- ***You have not reported any claim covered by this policy.***

In this situation, you may exercise your right to cancel the contract by sending a letter or any other durable medium to the insurer. The insurer must reimburse the premium paid within thirty days of your cancellation.

In addition, to avoid duplication of cover, you should check that you do not already have cover for any of the risks covered by the policy you have taken out.

If you wish to cancel your policy but do not meet all the above conditions, please check the cancellation terms and conditions stipulated in your policy.

The term of the insurance contract corresponds to the period between the date on which it was taken out and the date on which all cover ceases.

### Sample letter of cancellation:

"I, the undersigned, .....  
(Surname, first name and address), hereby cancel my subscription no. .... Done on .....  
At..... (Date and Place) with .....  
In accordance with Article L. 112-10 of the French Insurance Code I hereby certify that on the date of sending this letter,  
I am unaware of any claim under the policy.  
Signature ....."

### Additional information:

The cancellation letter (suggested template above) to exercise this right must be sent to **GRITCHEN AFFINITY** by letter or any other durable medium:

*by letter:*

**GRITCHEN AFFINITY - Subscription service**  
**27 rue Charles Durand 18000 BOURGES**

*or by email:*

**[souscriptions@gritchen-affinity.com](mailto:souscriptions@gritchen-affinity.com)**

If you exercise your right to cancel, **the Insurer must reimburse** any premium paid within 30 days of the date on which you exercise your right to cancel.

However, the full premium remains payable to the Insurer if you exercise your right of cancellation when a claim involving the policy cover has occurred during the 30-day cancellation period.

## 1. POINTS OF ATTENTION

This policy is for anyone requiring protection against the events covered by the **ASSURLODGE** insurance policy. Your General Terms and Conditions contain exclusions and limitations that you should familiarise yourself with before subscribing.

This notification and the General Terms and Conditions applicable to your insurance cover will be sent to you before you subscribe, and will then be sent to the contact details you have provided. The General Terms and Conditions include a notice on the processing of your personal data which summarises all your rights in this respect. In the event of contradiction between different documents, the most favourable provision will be applied.

## 2. SUBSCRIPTION

The Subscriber's agreement to this Contract may be expressed electronically (on a website or by email), orally in the case of a telephone sale or in writing in the case of an on-site purchase (at the premises of a Rental Company).

*The conditions of eligibility for subscription are as follows:*

- **The Subscriber must have booked a Rental Property with a Rental Company for his or her Stay,**
- **The Property rented by the Subscriber must not be rented for more than 90 consecutive days.**

When the subscription is made at the same time as the reservation for the Rental Property, it takes effect upon receipt of the confirmation without the application of a waiting period.

**However, for all Subscriptions taken out after the date of purchase and up to 48 hours after the booking of the Stay, a waiting period of 4 days, during which the cancellation cover cannot take effect, will apply from the date of subscription to the Contract. The cancellation cover will only take effect at the end of this period unless specifically stated otherwise in the cover.**

### 3. USEFUL INFORMATION IN THE EVENT OF A CLAIM

Notify **Gritchen Affinity** as soon as possible in the event of a claim so that we can help you. You will need to send all the necessary supporting documents to support any claim for cover (the *SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM* section lists the documents to be provided in the section at the end of this document).

*To report a Claim, please contact us at the following address:*

- ✓ Website: [www.declare.fr](http://www.declare.fr)
- ✓ By email: [sinistre@declare.fr](mailto:sinistre@declare.fr)
- ✓ Postal address: **Gritchen Affinity - Claims department - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex – France**

### 4. COMPLAINT PROCEDURE

If you are dissatisfied, you should first send your complaint to **GRITCHEN AFFINITY** by email at: [reclamations@gritchen.fr](mailto:reclamations@gritchen.fr)

You will receive **an acknowledgement of receipt** of your complaint within a **maximum of 10 working days** from the date it was sent (unless the complaint is responded to within this period). You will be kept informed of the progress of the examination of your situation, and will receive, unless an exception is justified in writing, a reply at the latest within two (2) months of the sending of your letter of complaint.

If you are not satisfied with the response, you can contact **the customer relations department of the Insurer AREAS - 47, rue de Miromesnil 75380 Paris cedex 08 , [www.areas.fr](http://www.areas.fr)** who will reply within the same time limit (which cannot be combined), i.e. within two (2) months of the date on which your letter of complaint was sent.

In any event, if the disagreement is not resolved or if two (2) months have elapsed since your complaint was sent, provided that no legal action has been taken, you may refer the matter to the mediator:

- By electronic means:  
[www.mediation-assurance.org](http://www.mediation-assurance.org)

- By post to the following address:  
**Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.**

*The Insurance Ombudsman's opinion is not binding on the parties, who are free to accept or reject its proposed solution and refer the matter to the competent court.*

# ASSURLODGE GENERAL TERMS AND CONDITIONS

## PREAMBLE

The **ASSURLODGE Contract** is an optional group insurance contract (hereinafter referred to as the “Contract”) *taken out by:*

- ✓ **Gritchen Affinity**, a Simplified joint stock company with a share capital of 10,260 euros, registered in the Bourges Trade and Companies Register under no. 529 150 542, and having its registered office at 27 rue Charles Durand - 18000 Bourges - VAT no.: FR78529150542 - an Insurance Broker with no obligation of exclusivity (list of partner insurance companies available on request) subject to supervision by the ACPR, the French Authority of Prudential Control and Resolution, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, and registered with ORIAS [the single register of insurance, banking and finance intermediaries in France] in the Insurance Broker category under no. 11061317 ([www.orias.fr](http://www.orias.fr)) - Professional Civil Liability and Financial Indemnity in accordance with Articles L.512-6 and L.512-7 of the French Insurance Code - Subsidiary of GRITCHEN ASSURANCES HOLDING GROUP, a simplified joint stock company with a capital of 2,312,218.80 euros, registered with the Paris Trade and Companies Register under no. 799 320 726 (hereinafter referred to as “**Gritchen Affinity**” or the “**Managing Broker**”).

*With:*

- ✓ **Aréas Dommages**, a fixed-contribution mutual insurance company registered in the Paris Trade and Companies Register under no. 775 670 466, with its registered office at 47-49 rue de Miromesnil 75380 Paris (hereinafter referred to as the “**Insurer**” or “**AREAS**”), for insurance cover: **Cancellation, Theme trip extension, Modification costs extension, Cancellation due to lack or excess of snow, Cancellation of stay, Late arrival, Replacement vehicle, Renter's holiday civil liability, Luggage, Breakage or theft of sports equipment, Health cure extension, Impossible return due to exceptional event, Owner reimbursement, Unavailability of the reserved property, Damage caused to movable and/or immovable property, Owner's civil liability, Outstanding payments**, indicated in **SECTION I**.

*AREAS has subscribed assistance cover with:*

- ✓ **AWP P&C**, a public limited company with a capital of 18,510,562.50 euros, registered with the Bobigny Trade and Companies Registry under no. 519 490 080, having its registered office at: 7, rue Dora Maar - 93400 Saint-Ouen, a travel insurance and assistance company, a private company governed by the French Insurance Code, French Authority of Prudential Control and Resolution (ACPR), 4 Place de Budapest, CS92459, 75436 Paris Cedex - France. [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr).

*And are implemented by:* **AWP FRANCE SAS**, a simplified joint stock company with a capital of 7,584,076.86 euros, registered in the Bobigny Trade and Companies Register under no. 490 381 753, having its registered office at 7, rue Dora Maar - 93400 Saint-Ouen, France, an insurance brokerage company - ORIAS registration number 07 026 669 - <http://www.orias.fr> (hereinafter referred to as the “**Travel Assistance Provider**” or “**MONDIAL ASSISTANCE**”).

**The Contract is managed by Gritchen Affinity for insurance cover:** Cancellation, Cancellation due to lack or excess of snow, Stay cancellation costs, Late arrival, Replacement vehicle, Renter's holiday civil liability, Luggage, Breakage or theft of the Renter's/policyholder's sports equipment, Health cure extension, Impossible return due to exceptional event, Owner reimbursement, Unavailability of the reserved property, Owner's civil liability, Damage caused to movable and/or immovable property, Outstanding payments, and distributed by The Rental Company.

**The Contract is managed by MONDIAL ASSISTANCE for the assistance cover:** VEHICLE ASSISTANCE and TRAVEL ASSISTANCE indicated in SECTION II, and distributed by The Rental Company.

The Rental Company, **GRITCHEN AFFINITY** and **MONDIAL ASSISTANCE** are remunerated by means of commissions deducted from insurance premiums excluding VAT and/or management costs and/or fees. The Rental Company, **GRITCHEN AFFINITY** and **MONDIAL ASSISTANCE** do not hold any voting rights, shares or interests in any insurance company.

No insurance company holds any shares or voting rights in the Rental Company, **GRITCHEN AFFINITY** or **MONDIAL ASSISTANCE**.

This document is contractual and sets out the “General Terms and Conditions” of the **ASSURLODGE Contract**.

## CONTRACTUAL DOCUMENTS

*This insurance contract is governed by:*

- ✓ **The French Insurance Code;**
- ✓ **These General Terms and Conditions;**
- ✓ **The insurance certificate issued by your Holiday Rental Company in lieu of the Specific Conditions.**

## POLICY SCHEDULE

INSURANCE COVER - SUMMARY OF BENEFITS AND COVERAGE (SECTION I)	
TYPE OF COVER	COVER LIMITS AND DEDUCTIBLES
A. RENTER/INSURER COVER	
<b>1/ CANCELLATION</b> <ul style="list-style-type: none"><li>Serious illness, serious bodily injury or death, including aggravation of a chronic or pre-existing illness, as well as the consequences or complications of a pre-existing accident diagnosed after the Policy has been taken out.</li></ul>	<b>Maximum compensation of €20,000/case</b> <b>No deductible</b>
<ul style="list-style-type: none"><li>Death and/or hospitalisation of your uncle, aunt, nephews or nieces,</li><li>Serious damage caused by fire, explosion, water damage or the forces of nature,</li><li>Theft in professional or private premises,</li><li>Complications due to pregnancy,</li><li>Contraindication to vaccination or medical impossibility to follow a preventive treatment necessary for the destination,</li><li>Redundancy,</li><li>Summons before a court, only in the following cases: Juror or witness at a criminal trial, Appointed as an expert,</li><li>Notification for the adoption of a child,</li><li>Notification to retake an exam,</li><li>Professional transfer,</li><li>Notice for an organ transplant,</li><li>Theft in professional or private premises,</li><li>Serious damage to the Renter's/Insured's vehicle,</li><li>Inability of the Renter/Insured Party to reach the place of Stay by any means of transport,</li><li>Refusal of a tourist visa by the local authorities,</li></ul>	<b>Deductible of 3% of the amount of the claim</b> <b>With a minimum deductible of €30/case</b>
<ul style="list-style-type: none"><li>Getting a job,</li><li>Divorce or separation of a civil partnership,</li><li>Theft of the Renter's identity card, driver's licence or passport,</li><li>Cancelling or changing dates of your or your spouse's paid holiday leave imposed by your employer.</li></ul>	<b>Deductible of 20% of the amount of the claim</b> <b>with a minimum deductible of €70/case</b>
<b>▪ 1A / THEME TRIP EXTENSION</b> <p>In the event of illness or accident of the Insured, preventing him/her from taking part in the activity for which he/she had registered and which was the main purpose of the theme trip.</p> <p>Reimbursement of theme-related services if the Insured decides to go on the trip.</p>	<b>Maximum compensation of 50% of the total cost of the trip</b> <b>No deductible</b>

<b>■ 1B / MODIFICATION COSTS EXTENSION</b> Reimbursement of modification costs incurred resulting from the postponement of the dates of the Stay for a reason listed in the "1/ Cancellation" cover.	<b>Maximum compensation of €20,000/case</b> <b>No deductible</b>
<b>2/ CANCELLATION DUE TO LACK OR EXCESS OF SNOW</b> Partial (70% minimum) or total closure of the ski area due to bad weather ( <i>ski slopes in the ski area situated or located at an altitude of more than 1,000 metres</i> ).	<b>Maximum compensation of €20,000/case</b> <b>5% deductible - a minimum of €50/case</b>
<b>3/ CANCELLATION OF STAY</b> Reimbursement of unused rental services if you are forced to leave and return the Rental Property - including Business cancellation extension	<b>Maximum compensation of €20,000/case</b>  <b>Maximum €500/case</b> <b>One-day deductible</b>
<b>4/ LATE ARRIVAL</b> Late arrival of more than 24 hours	<b>Full deductible: 1 day</b> <b>Maximum 3 days refundable</b>
<b>5/ RENTER'S HOLIDAY CIVIL LIABILITY</b> Renters' civil liability for fire, explosion, water damage and glass breakage. - Maximum limit of cover per Claim and per duration of the rental Contract of the Rental Property: - including glass breakage - including claims by neighbours and Third parties - including Loss of rent and deprivation of use	<b>€1,000,000 maximum / Deductible of €200</b> (After the deposit has been used up)  <b>€2,500</b> <b>€250,000</b> <b>€50,000</b>
<b>6/ BREAKAGE OR THEFT OF THE INSURED RENTER'S SPORTS EQUIPMENT</b> Sports equipment rental costs in the event of breakage or theft of personal equipment	<b>Maximum compensation of €400/rental</b>
<b>7/ EXTENSION OF HEALTH CURE EXCLUSION BUY-BACK</b> <i>Only if the extension was taken out at the time of subscription and mentioned on the insurance certificate</i>  Buy-back of exclusion and extension of cancellation cover	<b>Maximum compensation of €20,000/case</b>

## ASSISTANCE COVER - SUMMARY OF BENEFITS AND COVERAGE (SECTION II)

### — ROADSIDE ASSISTANCE

BENEFITS	COVERAGE	CONDITIONS AND LIMITS
ADDITIONAL COVER IF THE VEHICLE IS IMMOBILISED OR STOLEN		
Replacement vehicle	<ul style="list-style-type: none"> <li>Vehicle of equivalent category</li> <li>Maximum of 3 consecutive days</li> </ul>	- Vehicle immobilised for more than 24 hours or if stolen vehicle not found within 48 hours.
Sending a driver to return the Vehicle to its usual garage	Cost of the intervention provided by MONDIAL ASSISTANCE	-

## TRAVEL ASSISTANCE - PERSONAL ASSISTANCE

BENEFITS	COVERAGE	CONDITIONS AND LIMITS
ASSISTANCE TO THE BENEFICIARY		
Repatriation or medical transport	Cost of the intervention provided by MONDIAL ASSISTANCE	Benefits subject to the decision of MONDIAL ASSISTANCE's doctors
Transfer of a Relative accompanying the Beneficiary during repatriation	Cost of the intervention provided by MONDIAL ASSISTANCE	
Emergency medical expenses in France.	<ul style="list-style-type: none"> <li>Reimbursement of out-of-pocket expenses by the Beneficiary (excluding dental expenses) <b>€30,000</b> incl. VAT</li> <li>Reimbursement of emergency dental expenses: <b>€45</b> (incl. VAT)</li> <li>Advance payment of hospital costs: <b>€30,000</b> (incl. VAT)</li> </ul>	<p>A deductible of <b>€50</b> applies to the reimbursement of medical and dental expenses.</p> <p>The following limits apply per Beneficiary and per annual period covered.</p> <p>This cover does not apply to Beneficiaries whose Domicile is in France.</p>
Search and rescue costs	Up to <b>€4,000 (incl. VAT)</b> per person and per Bodily Injury, up to <b>€8,000 (incl. VAT)</b> per event	
Extension of the Beneficiary's stay	<b>€80 (incl. VAT)</b> per night per person, up to a limit of <b>10 nights</b>	
Support for the Beneficiary hospitalised or immobilised on site: - Extension of the stay of a person who remains at the bedside of the Beneficiary <b>Or</b> - Transfer of a Relative to the Beneficiary's bedside	<ul style="list-style-type: none"> <li>Cost of return Transport</li> <li>Accommodation costs: <b>€80</b> (incl. VAT) per night up to a maximum of <b>10 nights</b>.</li> </ul>	The foreseeable duration of the Beneficiary's hospitalisation or immobilisation is at least 7 days.
	<ul style="list-style-type: none"> <li>Cost of round trip transport</li> <li>Accommodation costs: <b>€80</b> per night (incl. VAT) up to a limit of <b>10 nights</b>.</li> </ul>	
Transport of a Relative or an accompanying person to return home for people who are disabled or under the age of 15 and have stayed behind.	Cost of the intervention provided by MONDIAL ASSISTANCE	
SUPPLEMENT IN THE EVENT OF DEATH		
Body transport and funeral expenses	Cost of transporting the body organised by MONDIAL ASSISTANCE	
Funeral expenses	Coverage of costs limited to <b>€2,500 (incl. VAT)</b> per Beneficiary.	The cost of accessories, ceremonies, burial or cremation remains the responsibility of the Beneficiary's family.
Return home for people who stayed behind	Cost of the intervention provided by MONDIAL ASSISTANCE	Following the occurrence of a covered event, the unavailability of the Beneficiary preventing the return under the conditions initially planned of the other persons travelling with the Beneficiary.

BENEFITS	COVERAGE	CONDITIONS AND LIMITS
SUPPLEMENT FOR PEOPLE TRAVELLING IN THE VEHICLE		
Return home for people who stayed behind	Cost of the intervention provided by MONDIAL ASSISTANCE	<p>Following the occurrence of a covered event, the unavailability of the Beneficiary preventing the return under the conditions initially planned of the other persons travelling in the Vehicle.</p> <p>Benefits limited to the number of seats indicated on the Vehicle registration certificate.</p> <p>Hitchhikers are excluded.</p>

### — ASSISTANCE TO PEOPLE “+”

BENEFITS	COVERAGE	CONDITIONS AND LIMITS
EARLY RETURN		
Return home of the Beneficiary and one accompanying person	Cost of one-way Transport for the Beneficiary and an accompanying person	
PROVISION OF MEDICINES		
Finding and supplying medicines	Coverage of finding, inspecting, packaging and dispatching costs.	The cost of medicines and customs duties remain the responsibility of the Beneficiary.
LOSS OF PERSONAL EFFECTS		
Cash advance	Maximum <b>€1,500</b> in local currency	

# SECTION I

## INSURANCE COVER PROVIDED BY AREAS

### A. RENTER'S COVER

*For the purposes of the Renter's Cover, the following persons are deemed to be Insured: any natural person(s) taking part in the insured Stay and whose name(s) and details of the insured Stay are specified on the insurance certificate, hereinafter referred to as "you".*

### 1. CANCELLATION

#### Article 1.1

#### NATURE AND SCOPE OF COVER

We cover reimbursement to the Renter/Insured Party of the cancellation fees invoiced by the Rental Company or the Owner of the Rental Property for his/her Stay in application of its General Terms and Conditions of Sale when this cancellation, notified by any written means **BEFORE THE DATE OF ARRIVAL** at the place of Stay, is the result of the occurrence, after the insurance has been taken out, of one of the following covered Events that formally prevents you from making your Stay.

#### Covered events:

- **Death, serious bodily injury or serious illness preventing the Stay from taking place**, including relapse, aggravation of a chronic or pre-existing illness, as well as the consequences or complications of an accident that occurred prior to taking out the Contract and that could not have been foreseen on the date the Stay was booked (it being understood that the date of the first medical observation of the aggravation, development or relapse will be taken into account for the calculation of the reimbursement):
  - ✓ yourself, your spouse, your 2nd ascendants or descendants,
  - ✓ your fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually residing under your roof, and the person who accompanying you during your Stay mentioned and insured under this Contract, **provided that your presence at their bedside is necessary at the time of the dates of your Stay and provided that the death, serious illness or serious Accident occurs within the 30 days prior to the start of the Stay**,
  - ✓ your professional replacement only if a replacement agreement has been signed and regularised before the date on which the Stay is booked, as well as the person in charge of caring for your minor children during your Stay, or a disabled person for whom you are the legal guardian residing under the same roof as you, whether or not you are the legal guardian.

#### In the event of serious illness or serious bodily injury, we will only intervene under the following conditions:

- **Serious illness:** Sudden and unforeseeable deterioration in health certified by a competent medical authority leading to the issue of a prescription for medication or care for the patient and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out as part of everyday life.
- **Serious bodily injury:** any unintentional bodily injury caused by the victim, resulting from the sudden action of an external cause certified by a medical doctor, leading to the issue of a prescription for medication or care for the injured person and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out as part of everyday life and preventing the injured person from travelling by its own means.
- **Unplanned hospitalisation of more than 48 consecutive hours or death of an uncle, aunt, nephew or niece** of the Insured or his/her Spouse that is **unforeseeable** on the date the Stay is booked, requiring the Insured or his/her Spouse to be at their bedside or at their funeral on a date during the Stay.

- **Complications due to pregnancy before the 28th week of pregnancy** of one of the persons participating in the Stay and insured under this Contract:
  - ✓ which result in the absolute cessation of all professional activity or any other basic activity required as part of everyday life-or,
  - ✓ if the very nature of the Stay is incompatible with the pregnancy, provided that the Insured was not aware of her condition when she booked the Stay.
- **Contraindication of vaccination or medical impossibility of following a preventive treatment required at the place of the insured Stay, concerning** one of the persons participating in the Stay and insured under this Contract, provided that the contraindication or medical impossibility is unknown at the time of taking out the Contract and is beyond the control of the participant concerned.

**It is your responsibility to establish the reality of the situation giving rise to the right to our benefits, and we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the statement of the facts.**

- **Serious tangible damage due to fire, explosion, water damage or forces of nature**, affecting more than 25% of your business or private premises of which you are the owner, tenant or free occupant of charge and imperatively requiring your presence on the day of the start of the insured Stay in order to take the necessary protective measures.
- **Redundancy** of the Insured, provided that the procedure was not initiated prior to taking out the Contract and that the Insured was not aware of the procedure at the time of taking out the Contract.
- **Summons before a court** that cannot be postponed and requires the presence of the Insured, only in the following cases: **Jury or witness at a criminal trial, Appointed as an expert**, provided that you are summoned on a date that coincides with the period of the insured Stay and that the date of the summons is not known at the time the Contract was taken out.
- **Summons for the adoption of a child** that cannot be postponed and requires the presence of the Insured, provided that you are summoned on a date that coincides with the period of the insured Stay and that the date of the summons is not known at the time the Contract was taken out-
- **Notification to retake an exam (higher education only)** that cannot be postponed, following a setback unknown at the time of the booking or taking out the Contract, provided that the exam in question is scheduled during the insured Stay.
- **Notification for an organ transplant** that cannot be postponed for yourself, your Spouse or one of your 1st degree ascendants or descendants, provided that the date of the notification is not known at the time the Contract was taken out and that the date of the notification coincides with the period of the insured Stay.
- **Theft within your business or private premises** (of which you are the owner, tenant or free occupant) occurring in the 48 hours preceding the 1st day of the insured Stay and provided that the extent of the theft requires your presence on the premises to carry out the necessary protective measures. A police report must be lodged with the authorities within 48 hours of the theft being detected.
- **Serious damage to your vehicle in the 48 working hours prior to the 1st day of your Stay, or on the way from your home to the destination of your Stay**, provided that the vehicle has been immobilised and cannot be used to get to the location of your Stay.
- **Impossibility to reach the place of Stay** on the day of the start of the Stay and in the 48 hours that follow, due to:
  - ✓ roadblocks or barricades ordered by the Government or a local authority,
  - ✓ strikes,
  - ✓ natural event that obstructs traffic and is notified by the competent authority.
 Proof of road, rail, sea and air closures must be provided by the relevant authorities (local authorities, SNCF, airports or airlines, etc.).

- **Getting a job** as an employee with a contract of **six consecutive months or more** that starts before or during the planned dates of your Stay, if you were registered as a job seeker with the Pôle Emploi (French employment agency) on the day you booked your Stay and provided this is not a contract extension or renewal or a change in the type of employment contract, nor an assignment provided by a temporary employment agency.
- **Your divorce (legal break-up of civil marriage) or break-up of a PACS (civil partnership)** provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.
- **Refusal of a tourist visa** by the authorities of the country chosen for the Stay, provided that a valid application has been made within the required timeframe, and provided that no application has previously been made and refused by these authorities for this same country. A supporting document issued by the embassy will be required. In the absence of a response from the authorities of the country chosen for the Stay in order to issue a tourist visa, the cover is not provided.
- **Theft of your identity card, driver's licence or passport in the 5 working days** prior to the 1st day of the insured Stay and which is essential for the Stay, preventing the competent authorities from checking that the insured Stay complies with obligations relating to land, air or sea traffic. A police report must be lodged with the authorities within 48 hours of the theft being detected.
- **Cancellation or modification of the dates of your paid holidays or those of your spouse imposed by your/your spouse employer** for exceptional circumstances, having the characteristics of force majeure, when they had been officially agreed by the latter in writing before the Stay was booked. The initial agreement document issued by the employer will be required. **This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. Additionally, this cover does not apply in the event of a change of employment.**
- **Non-disciplinary professional transfer, imposed by the employer, obliging the Insured to move. The effective date of the transfer must be during the insured Stay or within 15 days of the end of the Stay**, and provided that the transfer was not known at the time the Contract was taken out. This cover is provided to salaried employees, **excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry, as well as all transfers following a request made by the Insured.**

#### Article 1.1

##### A) THEME TRIP EXTENSION:

By extension, in the case of themed activities booked and paid for with the rental by the Booking Party, in the event that the Insured decides to make the Stay but is unable to carry out the themed activities due to an Illness or Accident, certified by a medical doctor, we cover reimbursement of the amount of the themed services booked and paid for with the rental, invoiced by the Rental Company or the Owner of the Rental Property in application of its General Terms and Conditions of Sale, up to a maximum of 50% of the total amount of the Stay.

The services corresponding to the cancelled themed activities must be detailed on an invoice provided by the Rental Company or the Owner of the Rental Property.

#### Article 1.1

##### B) MODIFICATION COSTS EXTENSION:

If the dates of your Stay are modified due to a covered Event listed in Article 1.1, we will reimburse you for the costs incurred in rescheduling the dates of the covered Stay, as stipulated in the General Terms and Conditions of Sale for the Stay. The amount of this compensation shall under no circumstances exceed the amount of the cancellation fees payable on the date of the incident giving rise to the modification.

**The “Cancellation” and “Modification costs extension” covers cannot be combined.**

**In the case of rental accommodation, “Cancellation” cover is granted on condition that the property is fully vacated.**

**Article 1.2****EFFECTIVE DATE AND DURATION OF COVER**

Provided that the Subscriber has paid the corresponding premium in advance, the cover takes effect as soon as the Stay is booked and expires at the time of arrival at the Stay location (date shown in the Specific Conditions), or when the keys are handed over in the case of a rental for the Stay covered by this Contract.

**However, for all subscriptions made after the date of purchase and up to 48 hours after the booking of the Stay, a waiting period of 4 days, during which the cancellation cover cannot take effect, will apply from the date of subscription of the Contract and the cover will only take effect at the end of this period.**

**Article 1.3****LIMIT OF COVER**

The compensation due under this **cover cannot exceed the actual amount of** the penalties invoiced up to the amounts set out in the Table of benefits following cancellation of the Stay.

The compensation **will not exceed the amount**, under any circumstances, of the insured rental as set out on the insurance certificate.

Application fees, insurance premiums, taxes including airport taxes (refunded by the carrier or any collecting body) and visa fees are non-refundable.

**Warning:**

*If the Insured cancels the Stay too late, the Insurer will only cover the cancellation costs due on the date of the covered Event.*

*If the Contract is taken out after the reason for cancellation of the trip has arisen and the Insured is aware of it, this will not entitle to any coverage.*

**All cancellations for reasons other than the events listed in Article 1.1 "NATURE AND SCOPE OF COVER" are excluded from this cover.**

**Article 1.4****EXCLUSIONS**

**In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?" set out in the General Provisions of the covers underwritten by AREAS, cancellations resulting from the following are not covered:**

- Any illness or accident that are first diagnosed, any treatment, relapse, aggravation or hospitalisation between the date of purchase of the Stay and the date this contract was taken out;
- Bodily Injuries that have occurred or have given rise to a surgical procedure, rehabilitation, additional examination or a change in medical treatment during the thirty (30) days prior to the booking of the Stay;
- Medical contraindications to the Stay not resulting from a serious Illness, including one linked to pregnancy, or a serious Bodily Injury, in accordance with the conditions set out in the Events covered under Article 1.1 of this cover;
- The death of any person who is not an Insured, if this occurs more than one (1) month before the 1st day of the insured Stay;
- A cosmetic treatment, a health cure, a voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth;
- Late application for a visa to the relevant authorities, non-conformity of a passport;
- A medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not been qualified as such by a competent medical authority or without hospitalisation or resulting in hospitalisation of less than 3 days;
- Bodily injury and illness, the cause of which is known before the policy was taken out, except for unforeseeable changes in health;
- Periodic check-ups and observation;
- Any circumstance detrimental to the simple enjoyment of the Insured's Stay;
- Any event for which the Tour Operator may be held liable pursuant to Titles VI and VII of Law No. 92-645 of 13 July 1992 laying down the conditions governing the organisation and sale of Stays;
- Non-presentation, for any reason whatsoever, of one of the documents required for the trip, except in the cases covered by this cover, indicated in Article 1.1 "NATURE AND SCOPE OF COVER";

- *Delays in obtaining a visa or refusal following an invalid application;*
- *A medical condition for which no medical certificate has been issued by a doctor;*
- *Theft resulting from proven negligence on the part of the Insured (leaving the property in plain sight without supervision, or in a private place not fitted with a locking device or not activated or not completely closed);*
- *Theft of identity card, driver's licence or passport when they have been entrusted to us.*

## 2. CANCELLATION FOR LACK OR EXCESS SNOW

### Article 2.1

#### SPECIFIC DEFINITIONS

**Bad weather:** Excess or lack of snow or strong wind.

**Ski area:** Mountain area where skiing and other sports activities, whether sliding or not, can be practised on snow during the winter season, including marked runs and local off-piste, i.e. accessible by ski lifts and returning by gravity to the ski area in accordance with Law no. 2016-1888 of 28 December 2016, known as the Mountain law.

**Snow front:** A public area in a winter sports resort or a snow stadium which is the main interface between the resort and the ski area, bringing together the start of one or more ski lifts and the finish of one or more ski runs.

### Article 2.2

#### NATURE AND SCOPE OF COVER

In addition to the main cover provided under these General Terms and Conditions, the Insurer covers, up to the maximum limit set out in the Table of benefits, reimbursement of the cancellation costs invoiced by the Rental Company or the Owner of the Rental Property in application of its General Terms and Conditions of Sale when this cancellation, notified **BEFORE DEPARTURE**, is due to the closure of the slopes of the ski area as a result of bad weather between **15 December and 15 April each year, provided that the ski area in question is actually open during these periods.**

**Cover only applies if all of the following conditions are met:**

- ✓ The ski area's slopes are closed as a result of bad weather between 15 December and 15 April of the ski season concerned;
- ✓ Bad weather means that more than 70% of the ski area's slopes are closed for at least 3 consecutive days;
- ✓ The ski area's slopes were closed during the 5 days prior to departure;
- ✓ The closure is recorded in a weather report published by the ski area operator concerned.

**The cover only applies to ski areas (and snow fronts) situated at an altitude of over 1,000 metres.**

### Article 2.3

#### EFFECTIVE DATE AND DURATION OF COVER

Provided that the Insured has **paid the** corresponding **premium in advance**, cover takes effect as soon as this contract was taken out and expires at the time of arrival at the place of Stay (date shown in the Specific Conditions) or when the keys are handed over in the case of rental.

However, **for all subscriptions made** after the date of purchase or reservation of the Stay, a waiting period of 4 days, during which the cancellation cover cannot take effect, will apply from the date of subscription of the contract and the cover will only take effect at the end of this period.

### Article 2.4

#### LIMIT OF COVER

The compensation due under this cover cannot exceed the actual amount of the penalties invoiced up to the amounts shown in the Table of benefits specific to this option following cancellation of the Stay.

The compensation will not, under any circumstances, exceed the amount of the rental stay as set out on the insurance certificate. Application fees, insurance premiums, taxes including airport taxes (reimbursed by the carrier or any collecting body) and visa fees are non-refundable.

**Warning:**

*If the Insured cancels the Stay too late, the Insurer will only cover the cancellation costs due on the date of the covered Event.*

*If the contract was taken out after the reason for cancellation of the Stay has arisen and the Insured is aware of it, this will not give entitlement to indemnities.*

**Article 2.5****DEDUCTIBLE**

In all cases, **the Insurer will compensate the Insured** subject to deduction of a Deductible, the amount of which is specified in the **Table of benefits** specific to this option (in the case of a rental stay, a single Deductible will be deducted regardless of the number of occupants).

**Article 2.6****EXCLUSIONS**

In addition to the exclusions listed under the heading “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?” set out in the General Provisions of the covers underwritten by AREAS, the following are not covered under this cover:

- *All cancellations for reasons other than the events listed in Article 2.2 “Nature and scope of cover”;*
- *Bad weather conditions known at the time of booking the Stay;*
- *Closure of slopes with a snow front below 1,000 metres;*
- *The closure of ski runs in the ski area due to a breakdown, sabotage or an accident preventing the normal operation of the ski lifts, a strike or lack of staff, or for a regulatory or administrative reason not resulting from bad weather;*
- *The non-opening of the ski area for the ski season concerned.*

### 3. CANCELLATION OF STAY

**Article 3.1****NATURE AND SCOPE OF COVER**

If you have to interrupt the Stay covered by this contract, we undertake to reimburse any unused rental services as well as any costs incurred for cleaning the accommodation, for which you may not require reimbursement, replacement or compensation from the Service Provider in the event that you are obliged to leave and return the rented accommodation to the hotel owner as a result of:

- **Serious illness, serious bodily injury or death of:**
  - ✓ yourself, your Spouse, your 2nd degree ascendants or descendants,
  - ✓ your fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually residing under your roof, the person accompanying you during your Stay named and insured under this Contract provided that your presence at their bedside or at their funeral is necessary during the period of travel,
  - ✓ your professional replacement only if a replacement agreement has been signed and regularised before the date on which the Stay is booked, as well as the person in charge of caring for your minor children during your Stay, or a disabled person for whom you are the legal guardian residing under the same roof as you, whether or not you are the legal guardian.
- **Serious tangible damage due to fire, explosion, water damage or forces of nature**, affecting more than 25% of your business or private premises of which you are the owner, tenant or free occupant of charge and imperatively requiring your presence on the day of the start of the insured Stay in order to take the necessary protective measures.
- **Theft within your business or private premises** (of which you are the owner, tenant or free occupant), provided that the extent of the theft requires your presence during the Stay to carry out the necessary protective measures. A police report must be lodged with the authorities within 48 hours of the theft being detected.

In the case of rental Property, cancellation cover is granted on condition that the property is fully vacated.

It is your responsibility to establish the reality of the situation giving rise to the right to our benefits, and we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the statement of the facts.

## SPORTS ACTIVITIES CANCELLATION EXTENSION:

By extension, in the case of sporting activities booked and paid for with the Rental by the Insured, **we will reimburse the Insured on a pro rata basis for the cost of non-refundable packages for sporting activities** (ski lift passes, ski lessons, rental of sports equipment, etc.) included in the insured amount shown on the insurance certificate, already paid for and not used when the Insured has to interrupt the practice of this activity solely in the case of an Accident prohibiting the practice of this sport, less a Deductible of one day.

All sports activity packages must be detailed on an invoice provided by the Service Provider.

### Article 3.2

#### DEDUCTIBLE

In all cases, the Insurer will compensate the Insured less a Deductible, the amount of which is specified in the Table of benefits.

### Article 3.3

#### LIMIT OF COVER

In all cases, the compensation may not exceed either the amounts set out in the Table of benefits or the insured amount shown on the insurance certificate.

*All cancellations for reasons other than the events listed in Article 3.1 "Nature and scope of cover" are excluded from this cover.*

### Article 3.4

#### EFFECTIVE DATE AND DURATION OF COVER

The cover takes effect when the **keys to the Rental Property are handed over to the Renter/Insured** and expires when the keys are returned to the Owner or the Holiday Rental Company representing the latter.

You are also reminded that this cover **only applies** during the period of the insured Stay (unless otherwise stated in the cover) stipulated on the insurance certificate, the duration of which does not exceed 90 consecutive days.

### Article 3.5

#### EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?" set out in the General Provisions of the cover underwritten by AREAS, the following cancellations are not covered:

- *Any illness or accident that are first diagnosed, any treatment, relapse, aggravation or hospitalisation between the date of purchase of the Stay and the date the this contract was taken out;*
- *Any event occurring between the date the trip is booked and the subscription of the contract;*
- *The death of any person who is not an Insured, if this occurs more than one (1) month before the 1st day of the insured Stay;*
- *A cosmetic treatment, a health cure, a voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth;*
- *Periodic check-ups and observation;*
- *A medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not been qualified as such by a competent medical authority or without hospitalisation or leading to hospitalisation of less than 3 days;*
- *Medical interventions resulting from the sole will of the Insured except in the case of medically identified necessity.*

## 4. LATE ARRIVAL

### Article 4.1

#### NATURE AND SCOPE OF COVER

If an unforeseeable, unavoidable event beyond the Insured's control occurs during the outward journey between the Insured's home and the place of the Stay and this event delays the Insured's arrival on the planned start date of the insured Stay by more than 24 Hours, **the Insurer will compensate the Insured on a pro rata basis** for benefits already paid but not used, up to the limits indicated in the Table of benefits.

Under no circumstances the amount **may exceed** the cost of cancelling the Stay.

This cover is provided on **condition that the Insured** has planned a reasonable period of time to travel to the place of Stay.

### Article 4.2

#### DEDUCTIBLE

In all cases, the Insurer **will compensate the Insured** subject to deduction of an Deductible specified in the Table of benefits.

### Article 4.3

#### LIMIT OF COVER

In all cases, compensation **may not exceed** the amounts set out in the Table of benefits.

### Article 4.4

#### EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?" set out in the General Provisions of the covers underwritten by AREAS, consecutive late arrivals are not covered:

- *Late application for a visa to the relevant authorities, non-conformity of a passport.*

## 5. RENTER'S HOLIDAY CIVIL LIABILITY

### Article 5.1

#### SPECIFIC DEFINITIONS

**Accident:** Any sudden, unforeseen event outside the Insured's control occurring during the Stay.

**Insured/Renter:** The Renter, a natural person who is a party to the Rental Contract and who is named (surname, first name, address) on the Rental Contract - The Insured includes the spouse of the Insured, his/her children or those of his/her spouse, and any other person taking part with the Insured in the Stay covered by the Rental Contract.

**Water damage:** Damage caused by accidental water leaks or overflows from all water and heating appliances in the Rental Property.

**Property damage:** Any damage to or destruction of movable or immovable property.

**Bodily injury:** i.e. accidental bodily harm caused to third parties.

**Consequential intangible damage:** Damage resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by movable or immovable property or the loss of profit as a consequence of bodily injury and/or tangible damage covered.

**Explosion:** Sudden and violent action of pressure or depression of gas or vapour.

**Lessor:** The natural or legal person making the Rental Property available to the Insured as part of the Rental Contract and party to the said contract.

**Fire:** Combustion with flame outside a normal firebox

**Third party:** Any person other than the Insured. Any Insured who suffers bodily injury, property damage or consequential loss caused by another Insured (Insureds themselves are considered to be third parties). Any natural or legal person, excluding the Insured, members of their family, persons accompanying them and their agents.

**Depreciation:** Depreciation in the value of the Rental Property and the Personal Property entrusted to it in relation to an identical new item.

**Complaint:** Liability of the Insured on the part of the Lessor.

**Loss:** Damage or set of damages caused to the Lessor resulting from a harmful event and having been the subject of a Claim. All losses, regardless of their timing, resulting from the same harmful event, constitute one and the same Claim.

## Article 5.2

### NATURE AND SCOPE OF COVER

The cover applies exclusively to:

- ✓ if the occupying Renter is a resident of the Europe area or if the Renter is a resident outside the Europe area for a property rented in Europe;
- ✓ if the duration of the Rental Contract does not exceed 90 days.

The cover for Stay Civil Liability is provided only in the absence of insurance of the same nature taken out by the Insured, or which does not cover the consequences of the Loss.

## Rental's civil liability

We cover the financial consequences of the liability that you may incur as a Renter (or temporary occupant) towards the Owner of the Rental Property occupied as a Holiday Home and towards neighbours and Third Parties, for material and intangible Damage resulting from tangible Damage covered (loss of rent and deprivation of use) following a Fire, Explosion, Water Damage or glass breakage.

## Article 5.3

### EFFECTIVE DATE AND DURATION OF COVER

The cover takes effect when the **keys to the Rental Property are handed over to the Renter/Insured Party** and expires when the keys are returned to the Owner or his/her representative.

You are also reminded that this cover **only applies** during the period of the insured Stay (unless otherwise stated in the cover) stipulated on the insurance certificate, the duration of which does not exceed 90 consecutive days.

## Article 5.4

### EXCLUSIONS

*In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?" set out in the General Provisions of the cover underwritten by AREAS, the following are excluded from Civil Liability cover:*

- *The Insured appearing on any official, government or police database of persons known or presumed to be terrorists, any Insured who is a member of a terrorist organisation, a drug trafficker or involved as a supplier in the illegal trade of nuclear, chemical or biological weapons;*
- *Disintegration of an atomic nucleus or any irradiation coming from a source of radioactive energy;*
- *Damage caused intentionally or maliciously by the Insured or with his/her complicity;*
- *Damage not involving the civil liability of the Renter/Insured Party;*
- *Damage originating outside the Rental Property occupied or made available to the Insured;*
- *The Insured's civil liability in the event of non-payment for the Rental Property;*
- *Damage caused by deliberate damage, cigarette burns or any other smoking item;*
- *Any damage caused by damp, condensation, fog or smoke;*
- *Breakdowns of equipment made available to the Insured;*
- *Damage to lamps, fuses, consumables or products;*
- *Theft of entrusted property;*
- *Theft or loss of keys to the Rental Property;*
- *Missing items from the inventory;*
- *Facilities located outside the rented buildings that do not belong to the Owner;*
- *Castles or buildings classified as historic monuments;*

- *Damage sustained while the premises containing the insured items are occupied by Third Parties other than the Renter;*
- *Damage resulting from a lack of maintenance by the Lessor or the Owner of the Rental Property;*
- *Damage resulting from use of the Rental Property or movable property that does not comply with the Rental Contract;*
- *The consequences of contractual commitments exceeding those to which the Renter is legally bound;*
- *Damage caused to a boat when it is not moored to a quay;*
- *Damage to and theft of jewellery of any value, works of art, watches, rugs and tapestries worth more than €300;*
- *Facilities outside the Rental Property: Swimming pools, tennis courts;*
- *Damage to plants and vegetation;*
- *Buildings under construction or demolition;*
- *Buildings for professional or commercial use;*
- *Fire damage caused by a campfire or by a chimney fire that has not been swept at the time the damage occurs;*
- *Damage occurring outside the rental period stated on the Rental Contract;*
- *Damage to animals;*
- *Hunting;*
- *The use of any motor vehicle or air, sea or river navigation equipment;*
- *Carrying on a professional activity;*
- *The cost of repairing, unblocking or replacing pipes, taps and appliances in water and heating systems;*
- *Theft of items left in courtyards, terraces and gardens;*
- *Seepage, backflow, overflow or flooding from bodies of water, watercourses or springs;*
- *Damage resulting from the rupture or overflow of dismantlable or inflatable pools;*
- *Damage to property and objects belonging to the Renter;*
- *Damage to premises owned by the Insured;*
- *Damage caused to the Insured's partners, agents and employees in the performance of their duties;*
- *The Insured's civil liability in the event of non-payment for the Rental Property.*

#### Article 5.5

##### AMOUNTS AND LIMITS OF COVER

The Insurer's maximum commitment for all damage is defined in the **Table of benefits**.

#### Article 5.6

##### TRANSACTION - ACKNOWLEDGEMENT OF LIABILITY

We cannot be held liable for any acknowledgement of liability or transaction that you may have **accepted without our agreement**.

However, **admission of a material fact** is not considered to be an admission of liability, nor is the mere fact of having provided urgent assistance to a victim, when this is an act of assistance that every person has the right to perform.

#### Article 5.7

##### PROCEDURE

In the **event of an action brought against you** before a civil, commercial or administrative court, we will provide legal representation and conduct the proceedings in respect of the facts and losses covered by this contract.

However, you may take part in our action if you can prove that you have an interest of your own that is not covered by this contract.

In the **event of proceedings before a criminal court**, we will defend your interests if the victims have not been compensated, provided that you agree to this defence being carried out by counsel appointed by the insurer at the same time as the civil interests.

The fact that we **provide for** your legal representation as a precautionary measure cannot be interpreted as an acknowledgement of cover and in no way implies that we agree to take liability for damage that is not covered by this contract.

#### Article 5.8

##### LEGAL AVENUES OF REDRESS

*With regard to legal avenues of redress:*

- ✓ **before the civil**, commercial or administrative **courts**, we are free to exercise this right within the scope of the cover provided by this policy,

- ✓ **before the criminal courts**, appeals may only be brought with your agreement if your interests are still at stake in the criminal proceedings.
- ✓ **if the dispute only concerns civil matters**, if you refuse to agree to the proposed remedy, we shall be entitled to claim compensation from you equal to the loss suffered by us as a result.

You **may not oppose** the exercise of our right of recourse against a liable third party.

#### Article 5.9

##### NON-INVOCABILITY OF LOSSES

Even if you fail to meet your obligations after a Claim, **we are obliged to compensate** on your behalf the persons to whom you are liable.

In this case, however, we retain the right to bring **an action** against you **for reimbursement of** all sums paid or set aside by us on your behalf.

#### Article 5.10

##### COURT COSTS

**We** cover the costs of legal proceedings, receipts and other settlement costs. However, if you are convicted for an amount greater than the amount of the cover, each of us will bear these costs in proportion to our respective shares in the conviction.

## 6. BREAKAGE OR THEFT OF THE INSURED RENTER'S SPORTS EQUIPMENT

### Article 6.1

#### SPECIFIC DEFINITIONS

**Accidental breakage:** Any total destruction or partial deterioration of the rented sports equipment affecting its proper operation and resulting from an Accidental Event.

**Accidental event:** Action, reaction or resistance of an element external to the Insured or the damaged property, and resulting from a sudden event external to it or involuntary.

### Article 6.2

#### NATURE AND SCOPE OF COVER

In the event of **Theft or Accidental Breakage of the Insured's personal sports equipment**, we will reimburse you for the cost of renting identical replacement equipment from a professional up to the amount indicated in the Table of benefits.

In the event of **Accidental Breakage**, cover is granted on condition that the Insured produces proof from the rental company that the damaged equipment has been presented to it.

In the event of theft, a police report must be lodged with the competent authorities within **48 hours** of the day on which the theft was reported.

*All events other than those indicated in Article 8.2 "Nature and scope of cover" are not covered.*

### Article 6.3

#### EFFECTIVE DATE AND DURATION OF COVER

The cover takes effect when the **keys to the Rental Property are handed over to the Renter/Insured** and expires when the keys are returned to the Owner and/or the Holiday Rental Company representing him/her.

You are also reminded that this cover only **applies** during the period of the insured Stay (unless otherwise stated in the cover) stipulated on the insurance certificate, the duration of which does not exceed 90 consecutive days.

### Article 6.4

#### EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?" set out in the General Provisions of the cover underwritten by AREAS, the following are not covered:

- *theft of the Insured's sports equipment as a result of oversight or negligence on the part of the Insured or the person accompanying the Insured, i.e. leaving the sports equipment visible from outside the vehicle and/or without having fully closed and locked the access points, or in a private place not fitted with a locking device or not activated;*
- *robbery other than theft;*
- *theft committed without breaking and entering or with the use of false keys;*
- *theft of the Insured's sports equipment from a vehicle between 10 p.m. and 7 a.m. or from a convertible vehicle;*
- *indirect damage such as loss of use, fines;*
- *damage resulting from the inherent vice of the insured item or from normal and natural wear and tear;*
- *damage other than accidental tangible damage;*
- *lost, forgotten or exchanged;*
- *camping thefts;*
- *damage to the covered equipment that does not interfere with its proper operation, such as scratches, chips and scuffs;*
- *damage resulting from failure to comply with the instructions for use and maintenance issued by the shop;*
- *damage covered by the manufacturer's, distributor's or fitter's warranty;*
- *intentional or reckless misconduct on the part of the Insured.*

## 7. EXTENSION OF EXCLUSION BUY-BACK FOR HEALTH CURE

Only if the extension was taken out at the time of subscription and mentioned on the subscription certificate

**Notwithstanding the exclusions provided for in Article 1.4 and Article 3.4 of this section**, cancellation and interruption cover is available to Booking Parties of health cures under this option, in the event of the Insured's Illness or Accident certified by a medical doctor up until the first day of the cure, preventing the practice of the cure as the main theme of the Stay for which he/she had registered.

The other clauses, cover and exclusions of the contract remain unchanged.

## GENERAL PROVISIONS OF SECTION I INSURANCE COVER

### General definitions

The following definitions apply **to all insurance cover underwritten by AREAS**, unless otherwise specifically defined for each cover.

**Serious bodily injury:** Any unintentional bodily injury caused by the victim, resulting from the sudden action of an external cause ascertained by a medical doctor, leading to the issue of a prescription for medication or care for the injured person and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out in the context of everyday life and preventing the injured person from travelling by his or her own means.

**Subscriber:** A natural person who has subscribed to the Insurance Contract for their Stay booking and has paid the corresponding insurance premium.

**Hazard:** Unintentional, unforeseeable, irresistible and external event.

**Insured(s)/Renter(s):** Natural person(s) duly insured under this Contract, in accordance with the cover taken out, and whose surname(s) and first name(s) appear on the application form or the special terms and conditions of the Contract, also referred to as the "Booking Party (ies)".

**Insured(s)/Owner(s):** Natural or legal person who owns a property, domiciled in the European Union including Switzerland, the United Kingdom and Monaco, used for holiday stays, which it offers to rent to tourists through a Rental company or directly.

**Insurer: Aréas Dommages**, a mutual insurance company registered with the Paris Trade and Companies Register under number 775 670 466, whose registered office is at 47-49 rue de Miromesnil 75380 Paris, hereinafter referred to as "we".

**Attack/Acts of terrorism:** Any act of violence consisting of a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order by intimidation and terror and which is the subject of media coverage. This "attack" will have to be recognised by the French Ministry of Foreign Affairs or the Ministry of the Interior.

**Beneficial owner:** A person who receives benefits, not in a personal capacity, but because of their relationship with the Insured. Unless otherwise stipulated at the time of taking out this Contract, the Insured's Spouse, failing that the Insured's children, failing that the Insured's heirs, are exclusively covered.

**Rental Property:** Furnished accommodation rented on a seasonal basis by the Owner or a Rental company for holiday stays. The Rental Property must meet all of the following conditions:

- ✓ the Rental Property must be an accommodation in a building (a house or flat with a fixed and permanent location) or a docked boat,
- ✓ the Rental Property must not be company accommodation,

✓ the rental of the Rental Property must be for a temporary holiday Stay of less than 90 consecutive days.

**Natural disaster:** Abnormal intensity of a natural agent not caused by human intervention and recognised as such by the authorities of the country where it occurs.

**French Insurance Code:** Collection of legislative and regulatory texts governing the insurance Contract.

**Spouse:** The Insured's spouse or de facto spouse, whether of the opposite sex or the same sex, living under the same roof.

**Rental Contract:** Contract concluded between the Owner or the Rental company and the Booking Party to make the Rental Property available for private use (for a period not exceeding 90 days). The Rental Contract must provide the following information: address of the Rental Property, description of the property, duration of the rental period with arrival and departure dates, date of signature of the contract, signatures of the parties, identity of the occupants, address of the renter, rental price including VAT, amount of the advance paid at the time of booking and security deposit paid on moving in.

**Loss of entitlement:** A contractual penalty that deprives you of all cover for the claim to which it applies. It cannot be invoked against injured parties other than the Insured or their beneficiaries if you incur it as a result of failure to comply with your obligations following a claim.

**Residence:** The Insured's usual place of residence for at least 6 months.

**DOM-ROM, COM:** DROM POM COM refers to the new names of the French overseas departments and territories (DOM-TOM) since the constitutional reform of 17 March 2003, which modified the names of the DOM-TOM and their definitions.

**Personal injuries:** Any physical or moral injury suffered by a person, as well as the consequential intangible damage.

**Property damage:** Any damage, deterioration, alteration, loss or destruction of a thing or substance, or any physical harm to animals.

**Consecutive consequential losses:** All damage other than bodily injury or tangible damage, consisting of costs and pecuniary losses resulting from the deprivation of enjoyment of a right, the interruption of a service provided by a person or by property, or the loss of profit and consecutive to a bodily injury or tangible damage covered.

**Duration of cover:** Cover is acquired by the Insured for a period defined in the Specific Terms and Conditions of the Contract and in accordance with these General Terms and Conditions.

**Transport company:** A transport company is any company duly authorised by the public authorities to carry passengers.

**Event (covered):** Any event leading to harmful consequences, likely to trigger one or more of the covers in the Contract.

**Europe:** "Europe" means the countries of the European Union, the United Kingdom, Switzerland, Norway and the Principality of Monaco.

**Deductible:** Amount to be paid by the Insured in the event of a claim.

**Insurance claims manager:** **Gritchen Affinity** - 27 rue Charles Durand - CS 70139 - 18021 BOURGES - FRANCE

**Assistance claims manager:** **AWP FRANCE SAS**, simplified joint stock company with a capital of €7,584,076.86, 490 381 753 Bobigny Trade and Companies Register. Registered office: 7, rue Dora Maar - 93400 Saint-Ouen. Insurance brokerage company - ORIAS registration 07 026 669 - <http://www.orias.fr/> designated under the trade name "**Mondial Assistance**".

**Strike:** Collective action consisting of a concerted cessation of work by the employees of a company, an economic sector or a professional category in support of their demands.

**Rental (seasonal):** A stay of less than 90 consecutive days in the premises of the Rental Property intended for holiday stays of which the Renter is neither the owner nor the year-round tenant.

**Family members:** Family member means a person who can prove a relationship (de jure or de facto) with the Insured from the following list: spouse, 2nd degree ascendants or descendants, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law. They must be domiciled in the same country as you unless otherwise stipulated in the policy.

**Illness/Accident:** Sudden and unforeseeable deterioration in health certified by a competent medical authority contra-indicating the insured Stay and requiring appropriate care.

**Serious illness:** Sudden and unforeseeable deterioration in health certified by a competent medical authority leading to the issue of a prescription for medication or care for the patient and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out as part of everyday life.

**Negligence:** Any action by the Insured in respect of property or an event, resulting in foreseeable damage (or loss) to himself/herself, or to another Insured, or to a third party, which could have been avoided in the situation in question.

**Rental company: Seasonal rental professional,** through whom the insured Stay was booked (also referred to as the "Service Provider"), and duly authorised by the Underwriter to issue the ASSURLODGE Contract.

**Stay (insured):** Insured Stay means any Seasonal Rental of a Rental Property made available by the Owner to the Renter, the duration and location of which are specified in the insurance certificate, located anywhere in the world, for a maximum non-renewable period of 90 consecutive days.

**Underwriter:** Appoints Gritchen Affinity on behalf of Subscribers and undertakes to remit the premiums.

**Loss:** Event likely to result in the application of a cover to the Contract.

**Subrogation:** Legal situation whereby one person has the rights of another transferred to them (*in particular: substitution of the Insurer for the Insured for the purposes of taking legal action against the opposing party*).

**Territory:**

*Cover applies:*

- ✓ When the booking party Insured resides in a country of the European Union including Switzerland, the United Kingdom and Monaco for the Rental Property located anywhere in the world (unless otherwise stipulated) with the exception of countries that are not politically stabilised and not recommended by the French Ministry of Foreign Affairs.
- ✓ If the booking party Insured resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco for the Rental Property located in a country of the European Union, Switzerland, the United Kingdom and Monaco.

**Third party:** Any person other than the Insured. Any Insured who suffers bodily injury, property damage or consequential loss caused by another Insured (Insureds themselves are considered to be third parties). Any natural or legal person, excluding the Underwriter, the Insured, members of their family, persons accompanying them and their agents.

**Wear and tear:** Devaluation or depreciation, on the date of the Claim, of the value of a good caused by prolonged use or its maintenance conditions.

**Depreciation:** Consequence of wear and tear, age or state of maintenance, on the date of the Claim, on the value of an item of property.

General depreciation applied:

- **10% per year from the date of purchase of the damaged item** on presentation of the purchase invoice;

- **80% per year in the absence of a purchase invoice** based on the purchase price (incl. VAT) on the date of the Claim, up to a maximum of €200 (unless otherwise stipulated in the “Damage to movable and/or immovable property” cover).

**Theft:** Fraudulent misappropriation committed by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: Theft by forcible entry, Theft by assault, mentioned in the police report.

**Theft by breaking and entering:** Theft of property belonging to the Insured committed by a third party by forcing, damaging or destroying the external locking device (activated at the time of the theft) in which the stolen property was located. The theft must be characterised by the presence of serious evidence, in particular physical traces found on the external locking system:

- Real estate or personal property,
- A motorised land vehicle, provided that the insured property is not visible from the outside.

**Robbery:** Theft of property belonging to the Insured by a third party using physical or verbal violence against the Insured.

**Payment of premium:** If the Subscriber fails to pay the premium when taking out this Contract, the Contract will be considered null and void and will not give rise to any compensation.

### WHICH GENERAL EXCLUSIONS APPLY TO ALL OF OUR COVERED BENEFITS?

We cannot intervene when your claims for cover or benefits are the result of:

- *Atypical pneumonia or severe acute respiratory syndrome (SARS, COVID), avian flu or influenza A-H1N1, as well as epidemics and pandemics recognised by national or international health authorities;*
- *a not stabilized pathology that has been diagnosed or treated in the 30 days prior to booking the Stay;*
- *forgetting, refusing or failing to vaccinate;*
- *natural disasters and pollution recognised as such by the competent authorities;*
- *civil war or foreign war, riots or civil commotion, in accordance with Article L. 121-8 of the French Insurance Code;*
- *strikes (unless otherwise stipulated in the CANCELLATION cover), terrorist attacks and acts of terrorism;*
- *voluntary participation by the Insured and persons travelling with the Insured and insured under this Contract, in a crime, misdemeanour, brawl, riot, civil commotion, coup d'état, hostage-taking or strike, except in the case of legitimate self-defence;*
- *intentional non-compliance with the regulations of the country visited;*
- *the disintegration of the atomic nucleus or any irradiation from ionising radiation;*
- *misuse of medication or use of narcotics not prescribed by a doctor and certified by a competent medical authority;*
- *damage resulting from the consumption of alcohol by the Insured, characterised by the presence in the blood of a level of pure alcohol equal to or higher than that set by the regulations of the country visited and governing motor traffic;*
- *accidents/damage caused or provoked intentionally by the Insured or with his/her complicity;*
- *practising sport professionally;*
- *participation in endurance or speed events aboard any motorised land, water or air vehicle;*
- *participation as a competitor in any competition or event organised by a sports federation or association;*
- *failure to comply with safety rules brought to the attention of the Insured and persons travelling with the Insured and insured under this Contract, as well as members of the Insured's family, in connection with the practice of sporting activities;*
- *failure by the Insured to comply with the safety rules imposed by the carrier or any regulation or prohibition issued by the local authorities;*
- *suicide or attempted suicide of the Insured and persons travelling with the Insured and insured under this Contract, as well as members of the Insured's family;*
- *absence of any hazard;*

- *property and/or insured activities where the insurer is prohibited from providing an insurance contract or service as a result of a sanction, restriction or prohibition provided for by agreements, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law;*
- *insured goods and/or activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by agreements, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law. It is understood that this provision only applies if the insurance contract, the insured goods and/or activities fall within the scope of the decision on restrictive sanctions, total or partial embargo or prohibition;*
- *events for which either the Rental company or the Owner may be held responsible under Title I of Law no. 2009-888 of 22 July 2009 on the development and modernisation of tourist services;*
- *restrictions on the free movement of people and goods, airport closures and border closures;*
- *expenses not supported by original documents;*
- *any event for which the Transport Company may be responsible (unless otherwise stipulated in the "Luggage" cover) or any other service provider involved in the Stay;*
- *A failure of any kind by the Transport Company, including financial default, that results in the latter not being able to fulfil its contractual obligations,*
- *the consequences of criminal proceedings against the Insured;*
- *any event occurring between the date on which the stay is booked and the date on which the Contract is taken out;*
- *payment of fines;*
- *the Insured's participation in a bet;*
- *the storage, transport and use of fireworks whose use is regulated;*
- *thefts other than burglary or assault;*
- *thefts for which the police report does not mention one of the categories of robbery specified in the insurance contract (burglary or assault);*
- *The Contract also excludes the consequences:*
  - *infectious risk situations in an epidemic context,*
  - *exposure to infectious biological agents,*
  - *exposure to chemical agents such as poison gas,*
  - *exposure to incapacitating agents,*
  - *exposure to radioactive agents,*
  - *exposure to neurotoxic agents or agents with persistent neurotoxic effects,*
- *which are subject to quarantine, preventive measures, specific surveillance or recommendations by international health authorities or local health authorities.*
- *In addition to these general exclusions, the following specific exclusions apply*
- *at the level of each of the cover in the Contract.*

### What limits apply in cases of force majeure?

Under no circumstances may the Insurer or the Managing Broker be held liable for failures or delays in the performance of its obligations resulting from force majeure or events such as civil or foreign war, political instability, riots or civil commotion, lock-outs, strikes, terrorist attacks, acts of terrorism, piracy, restriction on the free movement of persons and goods, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

### How is your compensation calculated?

If the compensation cannot be determined by mutual agreement, it shall be assessed by **amicable expert appraisal**, subject to our respective rights.

We each **choose our own expert**. If these experts are not in agreement, they call in a third, and all three operate jointly and by majority vote.

If one of us fails to **appoint an expert or the two experts** fail to agree on the choice of a third, the appointment is made by the President of the Tribunal de Grande Instance, acting in summary proceedings.

Each of the parties shall **bear the costs and fees of its own expert** and, where applicable, half those of the third expert.

### Penalties incurred

Any concealment or intentional misrepresentation, omission or inaccuracy concerning the circumstances of the risk known to the Insured, **is punishable** in accordance with the provisions of Articles L. 113-8 and L. 113-9 of the French Insurance Code,

*namely:*

**a) even if it had no influence on the loss**, by the nullity of the contract in the event of bad faith on the part of the Insured;

**b) depending on whether it is established before or after the loss**, where the bad faith of the Insured is not established, by the following consequences:

- **before the loss**, by an increase in premiums or cancellation of the contract,
- **after the loss**, by a reduction in the compensation for the loss in proportion to the contributions that would have been due if the risks had been accurately and fully declared. The rate used as a basis for this reduction is, depending on the case, the rate applicable either when the policy was taken out, or on the date of the increase in risk or, if this cannot be determined, on the last due date prior to the claim.

### Other insurance

In accordance with Article L. 121-4 of the French Insurance Code, **if all or part of the risks covered by this contract are or come to be covered by another insurance policy**, the Insured must immediately declare this to the company, indicating the name of this insurer and the amounts insured.

**When several insurances against the same risk are taken out** wilfully or fraudulently, the penalties provided for in Article L. 121-3, first paragraph, of the French Insurance Code (nullity of the contract and damages) are applicable.

**When they are contracted without fraud**, each of them produces its effects within the limits of the covered benefits of the contract and in compliance with the provisions of Article L. 121-1 of the French Insurance Code, with the exception of civil liability cover under this contract, which only applies if the Insured does not have civil liability cover under another insurance contract that is valid on the date on which the harmful event occurred and that is likely to cover the financial consequences.

Within these limits, the beneficiary of the contract **may obtain compensation for his or her losses** from the insurer of his or her choice.

### Personal data protection

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD), we inform you that **your personal data** is collected and processed by the companies **Aréas - Dommages** and **Aréas - Vie** (hereinafter collectively referred to as "Aréas Assurances") through your Managing Broker **GRITCHEN AFFINITY**.

The information collected **will be processed** for the purposes of managing this request and the commercial relationship.

Unless you object, **your details may be used by your Managing Broker**, whose contact details are given in this document, for the purposes of canvassing for the insurance products that it distributes.

Your data **is used solely** for explicit, legitimate and specific purposes relating to its insurance and property investment activities. Only useful data is collected.

This data is **kept** for the statutory limitation periods. Aréas Assurances communicates your data, including outside the European Union, only to intermediaries, group companies, partners, reinsurers, service providers or authorised professional bodies that require it in the context of our activities.

Your data **may also be communicated** to official bodies and authorised administrative and judicial authorities, in particular as part of the fight against money laundering and the financing of terrorism or the fight against fraud.

You have the following rights with regard to the processing of personal data carried out by **Aréas Assurances** through your **GRITCHEN AFFINITY** Managing Broker: **to access your data, to request their correction in the event of error, to request their deletion, to request the limitation of their processing, to request their portability, to oppose their processing and to define directives relating to their fate in the event of death.**

Once you have **given your consent** to data processing, you may withdraw it at any time, without affecting the operations carried out prior to this withdrawal.

You may exercise all your rights by contacting the Insurer's Data Protection Officer: **Aréas-Dommages:**  
**dpo@areas.fr,**

*or from your Manager:*  
**GRITCHEN AFFINITY: conformite@gritchen.fr.**

Finally, you have the right to lodge **a complaint with the CNIL (National commission for information technology and civil liberties).**

You can find out more about your rights on our website: [www.areas.fr](http://www.areas.fr) or on the CNIL website: [www.cnil.fr](http://www.cnil.fr).

*In this respect, the Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data and that:*

- **Answers to the questions asked** are mandatory and that in the event of false declarations or omissions, the consequences for the Insured may be that the policy taken out is invalid (Article L. 113-8 of the French Insurance Code) or that the indemnities are lower (Article L. 113-9 of the French Insurance Code),
- **The processing of personal data** is necessary for acceptance and execution of the Insured's policy and cover, the management of commercial and contractual relationships and the performance of legal, regulatory or administrative provisions in effect.
- **The data collected and processed** are kept for the period necessary for execution of the contract or legal obligation. These data are then archived in accordance with the timeframes specified by the provisions relating to time limits.
- **The recipients of the Insured's personal data** are, within the limits of their remit, the services of the Insurer in charge of the signature, management and execution of the Insurance Policy and cover, its delegates, agents, partners, sub-contractors and reinsurers, within the framework of their duties.

### **Combating money laundering and the financing of terrorism**

In order to meet its legal obligations, the Insurer implements surveillance processing for the purpose of combating money laundering and the financing of terrorism and the application of financial sanctions.

### **Consumers' right to object to cold calling**

If you do not wish to be the subject of market research telephone calls, you can register free of charge to telephone an anti-solicitation list.

These provisions apply to any consumer, i.e. any natural person acting for purposes which are not part of their commercial, industrial, artisanal or private professional activity.

### **Subrogation**

In accordance with the provisions of Article L. 121-12 of the French Insurance Code, the Insurer is subrogated to the extent of the compensation paid by it, in the rights and actions of the Subscriber against third parties responsible for the loss.

In the event that subrogation can no longer be exercised in favour of the Insurer due to the Subscriber's fault, the Insurer will then be relieved of its obligations towards the Subscriber to the extent that subrogation could have been exercised.

### Limitation of proceedings arising from the insurance contract

The limitation period is the period beyond which no claim is admissible.

Any action arising from this contract shall be barred after two years from the event giving rise to it.

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

"All legal actions arising from an insurance contract shall be barred after two years from the event giving rise to them. By way of exception, legal actions arising from an insurance contract relating to damage resulting from ground movements caused by drought and soil dehydration, recognised as a natural catastrophe under the conditions set out in Article L. 125-1, are barred after five years from the event giving rise to them.

*However, this time limit only runs:*

- ✓ **In the event of non-disclosure**, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the Insurer is aware thereof;
- ✓ **In the event of a loss**, only as from the date the concerned parties are aware of it, provided they can demonstrate that they were unaware of such facts up until then.

When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day upon which the third party brought legal proceedings against the Insured or was indemnified by the Insured.

The limitation period is extended to ten years in life insurance contracts where the beneficiary is a person other than the policyholder and, in personal accident insurance contracts, where the beneficiaries are the rightful claimants of the deceased policyholder.

In the case of life insurance contracts, notwithstanding the provisions of point 2, actions by the beneficiary shall be time-barred no later than thirty years from the death of the insured".

The limitation period can be interrupted as provided for in Article L. 114.2 of the French Insurance Code:

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

"The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim.

The interruption of the limitation period may also result from the sending of a registered letter or an electronic registered letter, with acknowledgement of receipt, sent by the insurer to the insured in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the compensation".

### Article L. 114-3 of the French Insurance Code

"Notwithstanding Article 2254 of the French Civil Code, the parties to an insurance contract may not, even by mutual agreement, alter the duration of the limitation period or add to the grounds for suspending or interrupting it.

***The ordinary grounds for interruption of the limitation period referred to in Article L. 114-2 are those set out in Articles 2240 to 2246 of the French Civil Code, reproduced below:***

**Article 2240 of the French Civil Code:** "The acknowledgment by the debtor of the right of the person against whom it was prescribing interrupts the prescription period".

**Article 2241 of the French Civil Code:** "An action brought before the courts, even in summary proceedings, interrupts the limitation period as well as the delay of foreclosure.

The same applies when it is brought before a court that does not have jurisdiction or when the act of referral to the court is nullified by the effect of a procedural defect.”

**Article 2242 of the French Civil Code:** “The interruption resulting from the action brought before the court produces its effects until the proceedings are terminated”.

**Article 2243 of the French Civil Code:** “The interruption is void if the petitioner withdraws the request or allows the procedure to expire, or if the petitioner’s request is definitively rejected.”

**Article 2244 of the French Civil Code:** “The limitation period or the period of foreclosure is also interrupted by a protective measure taken in application of the French Code of Civil Enforcement Procedures or an act of forced execution.”

**Article 2245 of the French Civil Code:** “Notification made to one of the joint debtors in respect of legal proceedings or an act of forced execution, or acknowledgment by the debtor of the right of the party against whom the time limit had expired, interrupts the time limit against all the others, even against their heirs.  
However, notification to one of the heirs of a joint debtor or the acknowledgment of this heir does not interrupt the limitation period with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or acknowledgment only interrupts the limitation period in respect of the other co-debtors, for the part owed by that heir.  
To interrupt the limitation period in its entirety in respect of the other co-debtors, all the heirs of the deceased debtor must be notified, or to all the heirs must be acknowledged as such.”

**Article 2246 of the French Civil Code:** “Notification made to the principal debtor or their acknowledgment shall interrupt the limitation period against the security deposit.”

**Jurisdiction - Applicable law**

Pre-contractual and contractual relations are governed by French law, in particular the French Insurance Code.  
The French courts shall have sole jurisdiction over any legal proceedings relating to this contract.

**Language used**

The language used in pre-contractual and contractual relations is French.

**Authority responsible for supervising the insurance undertaking**

The authority responsible for supervising **AREAS** and **GRITCHEN AFFINITY** is the French Prudential Supervisory Authority (ACPR) – **4, place de Budapest – CS 92459, 75436 Paris Cedex 9, FRANCE.**

**SECTION II**  
**ASSISTANCE COVER PROVIDED BY MONDIAL ASSISTANCE**

**ASSISTANCE AGREEMENT**

**Article 1**

**COVERED EVENTS**

The cover described in the assistance agreement can only be provided during the term of the “**ASSURLODGE**” insurance contract and under the conditions detailed below:  
*The conditions under which cover is provided under this agreement vary according to the benefits:*

- ✓ **The benefits described in Article 4.1 “ROAD ASSISTANCE”** are provided in the event of Theft or Immobilisation of the Vehicle. The immobilisation must be the result of one of the following events:
  - Traffic accident,
  - Fire,
  - Breakdown.

- ✓ **The benefits described in Article 4.2 “PERSONAL ASSISTANCE”** are provided in the event of one of the following events occurring during a journey made with or without the Vehicle:
  - Bodily injury,
  - Illness,
  - Death.
- ✓ **The benefits described in Article 4.3 “ASSISTANCE TO PERSONS +”** are provided when travelling with or without the Vehicle. The events covered for each benefit are described in Article 4.3.
- ✓ **The benefits described in Article 4.4 “EMERGENCY IN CASE OF DISASTER”** are provided in the event of the following Disasters: fire, break-in, burglary, water damage, as defined in the “ASSURLODGE” Insurance Contract.

## Article 2

### TERRITORIAL VALIDITY

Benefits are granted exclusively **for rentals in France**.

Unless otherwise specified in the “SUMMARY OF BENEFITS AND COVERAGE” table, “**VEHICLE ASSISTANCE**” and “**TRAVEL ASSISTANCE**” benefits are granted for insured events occurring in mainland France.

### Period of validity

Benefits are granted exclusively during the period of validity of the “**Short-term rental**” cancellation insurance contract and the agreement between **AREAS** and **AWP P&C** for the provision of these benefits.

## Article 3

### CONTRACTUAL DEFINITIONS

In this “**ASSURLODGE**” assistance agreement (hereinafter the “Agreement”), terms and expressions beginning with a capital letter shall have the following meaning:

### Bodily injury

Any unintentional bodily injury resulting from the sudden and unforeseeable action of an external cause, certified by a medically competent authority.

### Driver

MONDIAL ASSISTANCE's service provider whose mission is to reroute the Vehicle.

**The dispatch of a Driver is only possible if the Vehicle is in perfect working order, complies with the applicable national and international legislation and meets the mandatory technical inspection standards.**

**MONDIAL ASSISTANCE cannot be held responsible for damage to or theft of personal objects, goods or accessories committed on or in the Vehicle.**

### Spouse

The Insured Beneficiary's spouse, civil union partner or de facto spouse, usually living under the same roof.

### Rental contract

Contract concluded between the Renter and the Beneficiary for the provision of the Rental Property exclusively in mainland France for a period not exceeding 90 days and for private use. The rental contract must include the following information: *address of the Rental Property, description of the property, duration of the rental period with arrival and departure dates, date of signature of the contract, signatures of the parties, identity of the occupants, address of the renter, rental price including VAT, amount of the advance paid at the time of booking and security deposit paid when the renter moves in.*

### Residence

Main place of residence located in Europe and whose address appears on the last income tax notice.

### Children

Children and grandchildren who are dependent on the Insured Beneficiary or his/her Spouse for tax purposes, are under 15 (fifteen) years of age and usually live under the Insured Beneficiary's roof.

## Abroad

Any country **other than France, the country where the Beneficiary is domiciled and countries not covered.**

## Europe

Territories of European Union member states.

## Meal expenses

Breakfast, lunch or dinner, including drinks, **excluding tips.**

## Emergency medical expenses in France

Pharmaceutical, surgical, consultation and hospitalisation costs, prescribed by a competent medical authority, necessary for the diagnosis and treatment of an illness or following a Bodily Injury.

## France

Mainland France only.

## Accommodation

Hotel expenses in France (including breakfast), **excluding all other expenses, in particular food, drink and tips.**

## Beneficiary

A natural person, domiciled in Europe, who has taken out a "holiday rental or cancellation" insurance policy. The Beneficiary includes the spouse, the spouse's children or those of the spouse's children, as well as any other person taking part with the Beneficiary in the holiday covered by the Rental Contract.

## Family members

Legal or de facto spouse, first-degree relative in the ascending line, first-degree relative in the descending line, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian of the Beneficiary or the person placed under the guardianship of the Beneficiary.

## Countries not covered

North Korea. The updated list of excluded countries is available on the AWP France SAS website at the following address <http://paysexclus.votreassistance.fr>

## Service Provider

Service provider, professional referenced by MONDIAL ASSISTANCE.

## Relative

Any natural person, whether a family member or not, residing in the territory where the Home is located and designated by the Beneficiary.

## Transport

*All journeys made by:*

- **train in 2nd class unless otherwise stated,**
- **flight in economy class,**
- **rental car,**
- **taxi (for distances of less than 50 km).**

## Vehicle

*vehicle:*

- **with a gross vehicle weight of less than 3,500 kg,**
- **registered in France,**
- **not used even occasionally for the transport of persons or goods for hire or reward.**

## Replacement vehicle:

Vehicle made available by **MONDIAL ASSISTANCE**, to be collected from and returned to the same rental agency.

Rental is subject to local availability and to a driver meeting the conditions required by the rental companies (age, driving licence, deposit by credit card in the driver's name).

The rental includes **MONDIAL ASSISTANCE** paying the premiums corresponding to compulsory insurance (civil liability) and supplementary insurance covering accidents (CDW) and theft/vandalism (TP), subject to **incompressible deductibles invoiced to the insured Beneficiary in the event of a claim**. **Additional cover, such as full excess redemption or personal accident/personal effects insurance (PAI), remains the responsibility of the insured Beneficiary.**

**The cost of fuel, tolls, parking and storage of the rented Vehicle shall be borne by the Beneficiary.**

#### Article 4 BENEFITS

The amounts, conditions and limits of cover are set out in the “**SUMMARY OF BENEFITS AND COVERAGE**”.

**MONDIAL ASSISTANCE** reserves the right, prior to any intervention, to verify the status of occupant or owner of the Home as well as the materiality of the event giving rise to the right to benefits.

#### Article 4.1 ROADSIDE ASSISTANCE

On simple telephone call, **MONDIAL ASSISTANCE** implements, under the conditions and within the limits indicated in the “**SUMMARY OF BENEFITS AND COVERAGE**”, the following services:

##### Replacement vehicle

Provision of a replacement Vehicle for the duration of the repairs. The loan ends as soon as the vehicle is repaired.

##### Sending a Driver to return the Vehicle to its usual garage

The cost of fuel, tolls and parking of the Vehicle remains the responsibility of the Beneficiary.

#### Article 4.2 PERSONAL ASSISTANCE

### ASSISTANCE TO THE BENEFICIARY

Under the conditions and within the limits indicated in the “**SUMMARY OF BENEFITS AND COVERAGE**”, **MONDIAL ASSISTANCE** organises and covers the following services:

- **Repatriation or medical transport of the Beneficiary**
  - *Medical transport, if necessary, of the Beneficiary to the hospital best suited to his/her state of health (either in the country where he/she is or in mainland France) by the most appropriate means.*
  - *If hospitalisation is not possible in the vicinity of the Home, transfer to a hospital closer to the Home is covered as soon as the Beneficiary's condition allows.*
  - *If hospitalisation on arrival is not essential, the cost of transporting the Beneficiary, if necessary for medical reasons, will be covered to his/her Home.*

**Decisions are taken solely in consideration of the Beneficiary's medical interests and are the exclusive responsibility of MONDIAL ASSISTANCE's doctors in agreement with the local attending doctors.**

**MONDIAL ASSISTANCE's doctors contact the local medical facilities and, if necessary, the Beneficiary's primary care physician in order to gather the information needed to take the decisions best suited to his/her state of health.**

**The repatriation of the Beneficiary is decided and managed by medical personnel who hold a diploma that is legally recognised in the country where these medical personnel usually carry out their professional activity.**

**Only the medical interests of the Beneficiary and compliance with the health regulations in force are taken into consideration when deciding on transport, the choice of means of transport and the choice of place of hospitalisation.**

Because of the risks that could endanger the health of women at an advanced stage of pregnancy, airlines apply restrictions that vary from company to company and are subject to change without notice: medical examination no more than 48 hours before departure, medical certificate, medical approval from the company, etc.

Transport by air is subject to obtaining the necessary authorisations from the airline. **MONDIAL ASSISTANCE** cannot be held responsible for a delay or an impediment in the execution of the service “Repatriation or medical transport of the Beneficiary” due to any restriction of an airline company.

If the Beneficiary refuses to follow the decisions taken by **MONDIAL ASSISTANCE**'s medical service, he/she releases **MONDIAL ASSISTANCE** from all responsibility for the consequences of such an initiative, in particular in the event of return by his/her own means or worsening of his/her state of health, and loses all rights to benefits and compensation on the part of **MONDIAL ASSISTANCE**.

- **Transfer (one-way transport) of a Relative accompanying the Beneficiary during repatriation.**
- **Emergency medical expenses in France**

Reimbursement of emergency medical expenses in France.

**This service ceases on the day when **MONDIAL ASSISTANCE**'s medical service considers that repatriation of the Beneficiary is possible.**

This benefit can only be paid for an event that takes place during the term of the “**102 92 73**” insurance contract.

**The advance and/or reimbursement of medical expenses is excluded for French residents affiliated to the primary health insurance scheme.**

**MONDIAL ASSISTANCE** can also advance unforeseen and urgent hospitalisation costs, after agreement from its medical service, up to the ceiling shown in the “**SUMMARY OF BENEFITS AND COVERAGE**”.

In this case, the Beneficiary undertakes to reimburse this advance to **MONDIAL ASSISTANCE** within **3 (three) months** of the date on which the funds were made available. After this period, **MONDIAL ASSISTANCE** will be entitled to demand, in addition to the amount of the advance granted, the legal costs and interest.

This advance is subject to the completion of an acknowledgement of debt form.

**Costs are not reimbursed or advanced:**

- **the cost of implants, internal, optical, dental, acoustic, functional, aesthetic or other prostheses, as well as the cost of appliances,**
- **vaccination costs,**
- **costs resulting from care or treatment that is not recognised as therapeutic under French law,**
- **the cost of rehabilitation, health cure or a stay in a rest home, as well as the cost of care or treatment not resulting from a medical emergency.**

- **Search and rescue costs**

**MONDIAL ASSISTANCE** reimburses the search and rescue costs corresponding to the operations put in place on the occasion of the bodily Accident of the Beneficiary.

When repatriation or medical transport takes place after the end date of the Beneficiary's stay or if the Beneficiary's state of health does not require hospitalisation but prevents him/her from continuing his/her journey or returning home under the conditions initially foreseen, **MONDIAL ASSISTANCE** organises and pays for the following services, under the conditions and within the limits set out in the “**SUMMARY OF BENEFITS AND COVERAGE**”:

- **Prolongation of the Beneficiary's stay in a hotel when immobilised.**
- **Support for the Beneficiary hospitalised or immobilised on site**

- *Extension of the stay of a person who remains at the bedside of the Beneficiary:*
  - *On-site accommodation and*
  - *Return transport.*

**Or**

- *Transfer of a Relative to the bedside of the Beneficiary who is hospitalised or immobilised on site:*
  - *Transport (round trip) and*
  - *Accommodation on site.*

- *Transport of a relative or an accompanying person (round trip transport) for the return home of disabled people or people under 15 who are left alone.*

## SUPPLEMENT IN THE EVENT OF DEATH

Under the conditions and within the limits indicated in the “**SUMMARY OF BENEFITS AND COVERAGE**” and subject to obtaining the burial permit, **MONDIAL ASSISTANCE** organises and covers the following services:

- *Transport of the body from the place of death to the establishment of the funeral operator of the place of burial or cremation near the Home, chosen by the deceased or the Members of the family.*
- *Funeral expenses relating to this transport.*
- *Return home for people staying behind (one-way transport).*

### Article 4.3

#### ASSISTANCE TO PEOPLE “+”

On simple telephone call, **MONDIAL ASSISTANCE** implements, under the conditions and within the limits indicated in the “**SUMMARY OF BENEFITS AND COVERAGE**”, the following services:

## EARLY RETURN

- *Return home*
  - One-way transport for the Beneficiary and an accompanying person.

## PROVISION OF MEDICINES

If the Beneficiary is unable to obtain medicines locally prescribed prior to departure, which are essential for ongoing curative treatment and cannot be found at the place of stay:

- *Search for equivalent medicines on site and make them available to the Beneficiary, subject to the agreement of the prescribing doctor,*
- Or
- *Implementation of a system enabling the Beneficiary to monitor the treatment he/she needs.*

**MONDIAL ASSISTANCE** cannot be held responsible for delays in the delivery of medicines or for the possible unavailability of medicines.

The cost of purchasing medication and/or following a course of treatment remains the responsibility of the Beneficiary. **MONDIAL ASSISTANCE** can advance these costs. This advance is subject to the completion of an acknowledgement of debt form. The Beneficiary undertakes to reimburse it within 3 (three) months from the date of receipt of the medicines. After this period, **MONDIAL ASSISTANCE** has the right to request the amount of the advance granted plus legal interest.

## LOSS OF PERSONAL EFFECTS

In the event of **Loss or theft** of documents, means of payment, travel tickets or personal effects:

- *Advance funds to cover essential expenses and organise your return.*

This advance is subject to the completion of an acknowledgement of debt form.

The Beneficiary undertakes to reimburse this advance to **MONDIAL ASSISTANCE** within 3 (three) months of it being made available. After this period, **MONDIAL ASSISTANCE** will have the right to request the amount of the advance granted plus legal interest.

### Article 4.4

#### EMERGENCY IN THE EVENT OF A DISASTER

On simple telephone call, **MONDIAL ASSISTANCE** implements, under the conditions and within the limits indicated in the “**SUMMARY OF BENEFITS AND COVERAGE**”, the following services:

## EARLY RETURN

If the Beneficiary was travelling in France when the accident occurred and his/her presence is essential to complete the necessary formalities, **MONDIAL ASSISTANCE** will organise and pay for the services defined below, under the conditions and within the limits indicated in the article "**SUMMARY OF BENEFITS AND COVERAGE**":

- *Transport of the Beneficiary to the Home,*
- *Transport of the Beneficiary to return to the place of stay.*

## HOME PRESERVATION

This service is only available if the Domicile is in France.

If the Home no longer meets the required safety conditions, **MONDIAL ASSISTANCE** will organise and pay for the following services under the conditions and within the limits indicated in the “**SUMMARY OF BENEFITS AND COVERAGE**”:

- ***A plumber will be on hand to carry out urgent repairs.***  
Any work carried out following this intervention (labour and parts) will be charged to the Beneficiary.
- ***To secure your Home:***
  - Caretaking of the Home when the Beneficiary is not on the premises or is unable to remain there,

or

  - Intervention by a glazier or locksmith to secure the home's exits.

**Any work carried out following this intervention (labour and parts) are the responsibility of the Beneficiary.**
- ***For the protection of movable property:***
  - Provision of a utility vehicle to be driven with a “B” driver’s licence, to move the household goods left in the Home,

or

  - Temporary transfer of the furniture by a removal company to another location designated by the Beneficiary.
- ***Protective measures:***
  - Following a break-in, burglary, water damage or fire, MONDIAL ASSISTANCE reimburses the Beneficiary for the cost of repairs (travel, labour and parts).

### Article 5

#### GENERAL EXCLUSIONS

*In addition to the exclusions provided for in the Agreement, as well as those which may appear in the contractual definitions, the following are always excluded:*

- ***Events occurring during the seasonal rental period,***
- ***Expenses not supported by original documents,***
- ***The consequences:***
  - Infectious risk situations in an epidemic context,
  - Exposure to infectious biological agents,
  - Exposure to chemical agents such as poison gas,
  - Exposure to incapacitating agents,
  - Exposure to radioactive agents,
  - Exposure to neurotoxic agents or persistent neurotoxic effects,  
which are subject to quarantine, preventive measures, specific surveillance or recommendations from international health authorities or local health authorities,
- ***Damage intentionally caused by the Insured and damage resulting from their participation in a crime, offence or an altercation, except in the case of self-defence.***

## Article 6

### LIABILITY

**MONDIAL ASSISTANCE** cannot under any circumstances replace local emergency services. In the event of an emergency, the Insured or his/her next of kin must contact the local emergency services directly and as a matter of priority.

**MONDIAL ASSISTANCE** will not be held responsible for failures or delays in the execution of its obligations resulting from cases of force majeure or events such as civil or foreign wars, revolutions, notorious political instability, reprisals, embargoes, economic sanctions (Summary of restrictive measures by country available on the website of the Ministry of the Economy and Finance: <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), popular movements, riots, sabotage, terrorism, strikes, seizure or restraint by public force, official bans, explosions of devices, nuclear or radioactive effects, severe climatic impediments and unforeseeable events of natural origin.

It will nevertheless do its utmost to help the **Beneficiary**.

The organisation by the beneficiary or his/her entourage of one of the assistance services set out in the Agreement can only give rise to reimbursement if **MONDIAL ASSISTANCE** has been informed and has given its express agreement.

Expenses incurred will be reimbursed on presentation of original receipts, up to the limit of those that **MONDIAL ASSISTANCE** would have incurred to organise the service.

The responsibility of **MONDIAL ASSISTANCE** only concerns the services it provides in performance of the Agreement.

*It will not be held responsible for the following:*

- *acts carried out by Service Providers working with the Beneficiary in their own name and under their own responsibility;*
- *the non-performance or poor performance of their contractual obligations as a result of force majeure.*

Similarly, **MONDIAL ASSISTANCE** cannot be held responsible in the case of the Beneficiary using or misinterpreting the information provided or the advice given by **MONDIAL ASSISTANCE**.

## Article 7

### LIMITATION PERIOD

Any legal action deriving from the insurance contract is subject to a limitation period of 2 (two) years from the event giving rise to it, under the conditions set out in **Article L. 114-1 of the French Insurance Code**.

*The provisions relating to the limitation period of legal actions arising from insurance contracts are set out in Articles L. 114-1 to L. 114-3 of the French Insurance Code reproduced below:*

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

*“All legal actions arising from an insurance contract shall be barred after two years from the event giving rise to them. By way of exception, legal actions arising from an insurance contract relating to damage resulting from ground movements caused by drought and soil dehydration, recognised as a natural catastrophe under the conditions set out in Article L. 125-1, are barred after five years from the event giving rise to them. However, this time limit only runs:*

*1/ In the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the Insurer is aware thereof;*

*2/ In the event of a loss, only as from the date the concerned parties are aware of it, provided they can demonstrate that they were unaware of such facts up until then.*

*When the action of the Insured against the Insurer is due to the recourse of a third party, this time limit only starts from the day upon which the third party brought legal proceedings against the Insured or was indemnified by the Insured.*

*The limitation period is extended to ten years in life insurance contracts where the beneficiary is a person other than the policyholder and, in personal accident insurance contracts, where the beneficiaries are the rightful claimants of the deceased policyholder.*

*In the case of life insurance contracts, notwithstanding the provisions of point 2, actions by the beneficiary shall be time-barred no later than thirty years from the death of the insured.”*

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

*“The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a claim. The limitation period may also be interrupted by the sending of a registered letter or electronic registered letter, with acknowledgement of receipt, by the insurer to the insured in respect of the claim for payment of the premium and by the insured to the insurer in respect of the claim for compensation.”*

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

*“Notwithstanding Article 2254 of the French Civil Code, the parties to an insurance contract may not, even by mutual agreement, alter the duration of the limitation period or add to the grounds for its suspension or interruption.”*

**Additional information:**

The ordinary grounds for interrupting the limitation period are set out in Articles 2240 et seq. of the French Civil Code. These include acknowledgment by the debtor of the right of the party against whom he/she was prescribing, a legal claim, even in summary proceedings, and an act of compulsory execution.

For an exhaustive list of the ordinary causes of interruption of limitation period, please refer to the above-mentioned articles of the French Civil Code.

## **Article 8**

### **PROCEDURES FOR HANDLING COMPLAINTS**

*If it has not been possible to satisfy your complaint immediately, either orally or via instant messaging, it must be sent to us in writing as follows:*

- By email: [reclamation@votreassistance.fr](mailto:reclamation@votreassistance.fr)
- By post to the following address: **AWP France SAS - Traitement des réclamations - TSA 70002 - 93488 Saint-Ouen Cedex - France**

We will acknowledge receipt of your written complaint within ten (10) working days of sending it and provide you with a written response within a maximum of two (2) months.

*In any event, you may refer the matter to the independent Insurance Ombudsman within two (2) months of the date on which you first submitted your written complaint:*

- By email: [www.mediation-assurance.org](http://www.mediation-assurance.org)
- By post to the following address: **Monsieur le Médiateur de l'Assurance - TSA 50110 - 75441 Paris Cedex 09 - France**

Your request to the Insurance Ombudsman must be made within **one (1) year** of your first written complaint to us.

However, this does not mean that you cannot take legal action.

If you take out your insurance policy online, as a consumer you have the option of using the European Commission's Online Dispute Resolution (ODR) platform by using the following link: <http://ec.europa.eu/consumers/odr>

## **Article 9**

### **JURISDICTIONAL COMPETENCE**

**MONDIAL ASSISTANCE** elects its registered office as its domicile: **7, rue Dora Maar - 93400 Saint-Ouen.**

Any disputes that may be raised against **MONDIAL ASSISTANCE** in connection with the implementation of the Agreement are exclusively submitted to the competent French courts and all notifications must be made by registered mail with acknowledgement of receipt to the address indicated above.

**Article 10****PERSONAL DATA PROTECTION**

The processing of personal data is governed by the French Data Protection Act of 6 January 1978 as amended and EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

**AWP P&C** is responsible for processing personal data collected for the purposes of concluding, managing and performing contracts.

This data is **kept** for as long as is necessary for the performance of the contract and in accordance with the provisions relating to the limitation period. It is intended for use by assistance service managers and may be passed on to subcontractors located outside the European Union.

In accordance with the applicable legislation and regulations on data protection, the Beneficiary may exercise **his/her right of access to the data** concerning him/her and have it rectified by contacting:  
**informations-personnelles@votreassistance.fr**.

The Beneficiary is informed of the existence of the “Bloctel” telephone anti-solicitation list on which they can register:  
**<https://conso.bloctel.fr/>**.

For more information, please consult the **Privacy Statement**, which explains in particular how and why personal data is collected. The most recent version was given to the Beneficiary when the contract was taken out.

**As part of its risk control and anti-fraud policy, AWP P&C reserves the right to carry out any checks on the information and, if necessary, to refer the matter to the competent authorities in accordance with the legislation in force.**

**Article 11****SUPERVISORY AUTHORITY**

The companies providing the services provided for in the Agreement are subject to supervision by the French Authority of Prudential Control and Resolution, whose registered office is at **4 Place de Budapest - CS 92459 - 75436 Paris CEDEX 09 - France**. **[www.acpr.banque-france.fr](http://www.acpr.banque-france.fr)**.

**Article 12****APPLICABLE LAW - LANGUAGE USED**

The Agreement is governed by **French law**. The language used for the performance of the Agreement is **French**.

**PRIVACY STATEMENT****The security of your personal data is important to us**

**AWP P&C** is an insurance company authorised by the **French Authority of Prudential Control and Resolution (ACPR)** to provide insurance products and services. Protecting your privacy is our absolute priority. This privacy statement explains how we collect personal data, what type of data we collect and why, with whom we share it and to whom we disclose it. Please read this declaration carefully.

**1. Who is the data controller?**

The data controller is the natural or legal person who controls and is responsible for the storage and use of personal data, whether in paper or electronic form. **AWP P&C** (“We”, “Us”, “Our”) is responsible for the processing of data as defined by applicable data protection laws and regulations.

**2. What personal data is collected?**

*We will collect and process different types of personal data about you as follows:*

- **data** relating to the identification of persons who are parties to, interested in or involved in the contract, and
- **any other data** required for the conclusion and/or performance of the contract.

In this context, we may collect and process “sensitive personal data” about you.

**Warning:** By taking out this contract, you undertake to communicate the information contained in this privacy statement to any third party for whom any personal data may be transmitted to us (e.g. other insured persons, beneficiaries, third parties involved in the claim, persons to be notified in the event of an emergency, etc.), and you agree not to communicate this information otherwise.

### 3. How is your personal data collected and processed?

We will collect and process the personal data you provide to us and the personal data we receive from third parties (as explained below) for a number of purposes and subject to your express consent, unless such consent is not required by applicable laws and regulations, **as set out below:**

PURPOSE	IS YOUR EXPLICIT CONSENT REQUIRED?
<b>Administration of the insurance contract</b> (e.g. claims handling, investigations and estimates required to determine the existence of the insured event and the amount of compensation to be paid or the type of assistance to be provided, etc.).	<b>Yes, if necessary.</b> However, where we need to process your personal data in order to deal with your complaint, we will not seek your express consent.
<b>To carry out quality surveys</b> on the services provided, in order to assess your level of satisfaction and improve it	<b>No.</b> We have a legitimate interest in contacting you after handling a request or providing a service to ensure that we have performed our contractual obligations satisfactorily. However, you have the right to object to this by contacting us as explained in section 9 below.
<b>To meet all legal obligations</b> (for example, those arising from laws on insurance contracts and insurance activities, regulations on tax, accounting and administrative obligations)	<b>No,</b> insofar as these processing activities are expressly and legally authorised.
For <b>auditing purposes</b> , to comply with legal obligations or internal procedures.	<b>No.</b> We may process your data as part of internal or external audits required either by law or by our internal procedures. We will not seek your consent for these processing operations if they are justified by the regulations in force or by our legitimate interest. However, we will ensure that only strictly necessary personal data is used and that it is treated confidentially. Internal audits are generally carried out by our parent company.
<b>To carry out statistical and qualitative analyses</b> based on the data and the claims rate	<b>If we carry out any of these processing activities,</b> we will do so by anonymising the personal data. As a result, anonymised data is no longer considered to be "personal" data and your consent is no longer required.
<b>For debt collection management</b>	<b>No,</b> if the processing of your data, even if it concerns sensitive categories of personal data, is necessary for the establishment, exercise or defence of legal claims, which we may also invoke as a legitimate interest.

PURPOSE	IS YOUR EXPLICIT CONSENT REQUIRED?
For the <b>purposes of preventing and combating fraud</b> , money laundering and compliance with regulations applicable to economic sanctions, including, where applicable, for example, comparing your information with that contained in previous applications, or checking current claims reporting systems.	<b>No.</b> It is understood that the detection and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions constitute a legitimate interest of the Data Controller. We are therefore entitled to process your data for this purpose without having to obtain your consent.
<b>To transfer risks</b> via reinsurance and co-insurance	<p><b>We may process and share your personal data</b> with other insurance or reinsurance companies with which we have signed or will sign co-insurance or reinsurance agreements.</p> <p>Coinsurance is the coverage of risk by several insurance companies under a single contract, each assuming a percentage of the risk or sharing the cover between them.</p> <p>Reinsurance is the “sub-contracting” of cover for part of a risk to a third-party reinsurer. However, this is an internal agreement between us and the reinsurer and you have no direct contractual relationship with the reinsurer.</p> <p>These risk transfers are carried out in the legitimate interests of the insurance companies, which are even generally expressly authorised by law (including the sharing of personal data strictly necessary for this purpose).</p>

As mentioned above, for the purposes listed above, we will process personal data about you that we receive from our commercial partner **AREAS**.

For the purposes mentioned above for which we have indicated that your express consent is not required or where **we need your personal data** in order to **underwrite your insurance and/or manage your claim**, we will process your personal data on the basis of our legitimate interests and/or in accordance with our legal obligations.

**Your personal data will be required for any purchase of our products and services.** If you do not wish to provide us with this data, we will not be able to guarantee you access to the products and services you have requested or which may be of interest to you, or to provide you with offers tailored to your specific requirements.

#### 4. Who can access your personal data?

We will ensure that your personal data is processed in accordance with the purposes set out above.

*For the purposes set out above, your personal data may be disclosed to the following parties acting as third parties responsible for data processing:*

- **public sector bodies**, other companies in our group, other insurers, reinsurers.

For the purposes set out above, your personal data may be disclosed to the following parties, acting as data processors, operating under our responsibility:

- **other companies in our group (including AWP France SAS)**, technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors and service companies delegated to handle our operations (claims, IT, postal services, document management).

*We may share your personal data in the following cases:*

- **in the event of a contemplated or actual reorganisation**, merger, sale, joint venture, assignment, transfer or other disposition of all or part of our business, assets or securities (including in connection with insolvency or similar proceedings);
- **to comply with any legal obligation**, including obligations arising from ombudsman decisions in the event that you make a complaint about one of our products or services.

## 5. Where is your personal data processed?

**Your personal data** may be processed both inside and outside the European Union (EU) by the parties specified in section 4, always subject to contractual confidentiality and security restrictions, in accordance with applicable data protection laws and regulations. We do not disclose your personal data to parties not authorised to process it.

**Any transfer of your personal data** for processing outside the EU by another company in our group will be carried out on the basis of internal company rules approved by the regulatory authority to which our group belongs, establishing adequate rules for the protection of personal data and legally binding on all companies in our group. Where internal company rules do not apply, we will take steps to ensure that the transfer of your personal data outside the EU will be carried out with an adequate level of protection, in the same way as if it were a transfer within the EU. You can find out about the protection measures we implement for this type of transfer (standard contractual clauses, for example) by contacting us as indicated in section 9.

## 6. What are your rights regarding your personal data?

*Where permitted by applicable law or regulation, you have the right to:*

- **access your personal data** and find out where it comes from, the purposes and objectives of data processing, information about the data controller(s), the data processor(s) and the recipients of potentially disclosed data;
- **to withdraw your consent at any time**, where such consent is required for the processing of your personal data;
- **update or correct your personal data** so that it is always accurate;
- **delete your personal data from our systems** if its retention is no longer necessary for the purposes indicated above;
- **restrict the processing of your personal data** in certain circumstances, for example, if you have challenged the accuracy of your personal data, for the period necessary for our services to verify its accuracy;
- **obtain your personal data in electronic format**, for your own use or that of your new insurer; and
- **lodge a complaint** with our company and/or the relevant data protection authority - National commission for information technology and civil liberties (CNIL).

You may exercise these rights by contacting us as set out in **section 9**.

## 7. How can you object to the processing of your personal data?

Where permitted by applicable law or regulation, you have the right to **object to the processing of your personal data by our services**, or to request our company to stop processing such data (including for direct marketing purposes). Once we have received your request, we will no longer process your personal data, unless permitted by applicable legislation or regulations.

You may exercise this right in the same way as your other rights set out in **section 6**.

## 8. How long will we keep your personal data?

We will retain your personal data only for as long as is necessary for the purposes set out in this privacy statement and then delete or anonymise it once it is no longer required.

*Below are some of the retention periods applicable to the purposes indicated in section 3 above:*

- **For a period of 5 (five) years** from the date of termination of the insurance contract
- **In the event of a claim - 5 (five) years** from the date of settlement of the claim.
- **In the event of a claim involving bodily injury** - 10 (ten) years from the date of the claim.
- **For information on complaints** - 5 (five) years from receipt of the complaint.
- **For all information on the contract** - 5 (five) years from expiry, termination or cancellation.

However, you should be aware that **additional specific obligations or events** may sometimes override or modify these time periods, such as ongoing litigation or regulatory investigations, which may supersede or suspend these time periods until the matter is closed and the applicable review or appeal period has expired. In particular, retention periods based on legal requirements may be suspended and then resumed at a later date.

## 9. How can you contact us?

If you have any questions about how we use your personal data, *you can contact us by email or post:*

**AWP France SAS**  
**Personal Data Protection Department**  
**7 rue Dora Maar - 93400 Saint-Ouen, France**  
[informations-personnelles@votreassistance.fr](mailto:informations-personnelles@votreassistance.fr)

## 10. How often do we update this privacy statement?

We **regularly** revise this privacy statement.

# SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

## FOR INSURANCE COVER :

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

When Insurance cover is involved, the insured must notify **Gritchen Affinity, the Managing Broker**, in writing of any claim that may give rise to cover under the policy within five working days (*reduced to two working days in the event of theft*).

These periods begin when the **insured becomes aware of the incident** likely to result in a claim.

Once these time periods have elapsed, the Insured will forfeit any right to compensation where the delay has caused prejudice to the Insurance.

If you do not complete the formalities or do not meet the deadlines for sending the documents, we may claim damages from you in proportion to the loss we have suffered as a result (Article L. 113-2 of the French Insurance Code).

Any declaration that does not comply with the provisions of this cover will result in loss of entitlement of any right to reimbursement.

## A. RENTER INSURER COVER

### CANCELLATION/INTERRUPTION OF STAY

*Your claim must be supported by:*

- **In all cases:**
  - your contract reference,
  - a copy of the Rental Contract indicating precisely the identity of the Booking Parties, the amount of the advance payment, the amount of the rental and the dates of the rental initially planned,
  - a document showing the date on which the holiday rental was booked,
  - all documents justifying the date of cancellation by the booking party and the reason, if any,
  - You undertake to provide us, on request, with all the documents we need to examine your case,
  - The receipted invoice for the debit that you are obliged to pay to the Owner or the Rental Company, or which the latter retains.
- **In the event of illness or an accident, a medical certificate, stipulating the origin, nature, severity and expected consequences thereof,**
- **In the event of death, a death certificate and civil status form,**
- **In all other cases, any documentary proof.**
- **You should provide us with the medical details and documents needed to process your claim, using the pre-printed envelope with the name and address of the consulting physician that we will send you as soon as we receive your claim, as well as the medical questionnaire to be filled out by your doctor.**

If you do not have these documents or information, you should obtain them from your primary care physician and send them to us using the aforementioned pre-printed envelope.

You must also send us, using the pre-printed envelope with the name of the consulting physician, any information or documents requested to substantiate the reason for your cancellation, and in particular:

- All photocopies of prescriptions for medicines, tests or examinations together with any documents showing that such prescriptions have been filled or performed, and in particular sickness benefit forms with the medical stickers for the prescribed medicines,
- Statements from the Health and Social Security or similar bodies concerning reimbursement of treatment costs and payment of daily indemnities,

In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those in charge, and, where applicable, any witnesses.

**Furthermore, it is hereby expressly agreed that you accept in advance the principle of an examination by our consulting physician. Therefore, if you oppose such an examination without a legitimate reason, you will lose your rights to the cover.**

**You claim will not be able to be settled unless the medical details needed to process your file are disclosed to our consulting physician.**

## CANCELLATION FOR LACK OR EXCESS SNOW

*Your written claim must be accompanied by:*

- ✓ **the snow report** for the ski area,
- ✓ **proof that the ski area's slopes are closed**,
- ✓ **any other document** justifying the reason for your cancellation.

## LATE ARRIVAL

You must send **the Managing Broker all the documents needed** to compile the file and prove the validity and amount of the claim, in particular the originals of the organiser's detailed invoices showing the ground services.

## RENTER'S CIVIL LIABILITY

In the event of a claim, the Insurer **alone has the right to settle with injured third parties**, within the limits of its cover, and no admission of liability may be invoked against the Insurer.

The admission of a material fact, as well as natural acts of assistance, do not constitute an admission of liability.

*You must:*

- **Report within 48 hours:**
  - the nature of the claim,
  - the circumstances in which it occurred,
  - the known or presumed causes or consequences,
  - the nature and approximate amount of the damage.
- **take all protective measures to rescue and safeguard the insured objects.**
- **forward to the Managing Broker upon receipt all notices, letters, summonses, writs of summons, extrajudicial documents and procedural documents addressed to the insured, delivered or served personally or to his/her beneficiaries.**
- **provide the Managing Broker, on request and without delay, with all the documents required for the appraisal.**
- **send the Managing Broker the original receipted invoice mentioning the dates of repair, work or purchase, an official document detailing the damage, notified by the Owner or its agent and sent to the Renter responsible, a sworn statement that you have not received partial or total payment from another organisation in compensation for the same damage.**
- **declare to the Managing Broker the existence of any other insurance contract covering the same risk.**

In the event of a delay in the transmission of these documents, the Managing Broker may claim compensation proportionate to the resulting loss (Article L. 113-2 of the French Insurance Code).

## FOR ASSISTANCE COVER:

### CONTACT THE ASSISTANCE CENTRE OF MONDIAL ASSISTANCE

During the incident, in order to benefit from the assistance benefits as defined in section 2, **it is imperative to contact Mondial Assistance prior to any intervention**. A file number will be issued, which alone will justify acceptance of the intervention.

#### Mondial Assistance is available 24 hours a day:

The contact details for the Company's assistance centre are specified in the Table of benefits.

The Insured must specify **his/her contract number, the nature of the assistance requested and the address and telephone number where he/she can be contacted**. The Insured must also allow doctors authorised by the Company access to all medical information concerning the person in question.

*To request reimbursement, the Insured must:*

- **imperatively notify Mondial Assistance within 5 (five) working days. Once these time periods have elapsed, the Insured will forfeit any right to compensation where the delay has caused prejudice to Mondial Assistance.**
- **to enclose with its declaration:**
  - its insurance certificate and the file number allocated by Mondial Assistance.
  - a detailed medical certificate stating the exact nature and date of the illness or injury.  
*You claim will not be able to be settled unless the medical details needed to process your file are disclosed to our consulting physician.*
  - the death certificate,
  - Social Security statements and statements from any other social security organisation, together with photocopies of medical bills,
  - any document necessary for the examination of the file upon simple request from Mondial Assistance and without delay.

When **Mondial Assistance** has paid for the transport of an Insured, that person must return their unused scheduled return ticket.

## HOW DO I REPORT A CLAIM?

*When **INSURANCE BENEFITS** are involved, the Insured must:*

- **Inform Gritchen Affinity in writing** of any incident that is likely to result in a claim with 5 business days (this period is reduced to 2 business days in cases of theft). **These periods begin when the Insured becomes aware of the incident likely to result in a claim.** Once these time periods have elapsed, the Insured will forfeit any right to compensation where the delay has caused prejudice to the Insurance.
- **Voluntarily inform Gritchen Affinity** of any policies taken out with other insurers for the same risk.

#### FOR FAST, MODERN MANAGEMENT OF YOUR INSURANCE CLAIMS

*Log on to the website at:*

**[www.declare.fr](http://www.declare.fr)**

*(Submit your supporting documents and track at all times  
the status of your case)*

*By email:*

**[sinistre@declare.fr](mailto:sinistre@declare.fr)**

#### FOR TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS

*Send a letter to:*

**Gritchen Affinity**

**Claims department**

**27 Rue Charles Durand – CS70139  
18021 Bourges Cedex**

## NEED ASSISTANCE?

During the incident, to benefit from assistance cover, **it is imperative** to contact Mondial Assistance before any intervention. **A file number** will be issued, which alone will justify acceptance of the intervention.

### MONDIAL ASSISTANCE IS ON CALL 24 HOURS A DAY, 7 DAYS A WEEK

#### 1. Contact us from mainland France at 01.49.93.73.83

Access for the deaf and hearing impaired: <https://accessibilite.votreassistance.fr>  
accessible **24 hours a day, 7 days a week**, unless otherwise specified in the agreement.

#### 2. Please indicate:

- ✓ The name and number of the contract taken out: B922678/1029273
- ✓ The full name of the Beneficiary
- ✓ The exact address of the Beneficiary
- ✓ The telephone number at which the Beneficiary can be contacted

## EPIDEMIC EXTENSION Assurlodge Contract 102 92 73

The Epidemic extension can only be subscribed in addition to the **ASSURLODGE NO. 10292 73** contract.

### TABLE OF BENEFITS

INSURANCE GUARANTEES	CEILING
Subject to the eligibility conditions and exclusions detailed in this Information Notice	
<b>1 / CANCELLATION</b> <ul style="list-style-type: none"> <li>Death following Covid-19 infection</li> <li>Serious illness or disease following Covid-19 infection</li> <li>Infection with Covid-19</li> <li>Refusal of boarding by the means of transport reserved following temperature measurement</li> <li>Case of Contact with Covid-19</li> </ul>	Maximum compensation of 20 000 € / file Without deductible
<b>2/ LATE ARRIVAL</b> <ul style="list-style-type: none"> <li>Serious illness or disease following Covid-19 infection</li> <li>Infection with Covid-19</li> <li>Refusal of boarding by the means of transport reserved following temperature measurement</li> <li>Case of Contact with Covid-19</li> </ul>	Maximum 3 days of refundable rental Deductible of one day
<b>3 / INTERRUPTION OF STAY</b> <ul style="list-style-type: none"> <li>Interruption of stay following illness or death due to a Covid-19 infection during the stay.</li> </ul>	Maximum compensation of 20 000 € / file Deductible of one day
<b>4/ HOTEL EXPENSES FOLLOWING QUARANTINE FOR DISEASE</b> <ul style="list-style-type: none"> <li>extension of stay following quarantine</li> </ul>	Hotel fee 80 € per file / Max 7 nights

## **DEFINITIONS**

### **Epidemic**

The appearance of a large number of patients in a given place as a result of a disease.

### **Pandemic**

Global spread of disease.

### **Disease**

Sudden and unpredictable alteration of health observed by a competent medical authority.

### **Serious illness**

Sudden and unpredictable alteration of health as detected by a competent medical authority resulting in the issuance of a prescription for the use of medications for the benefit of the patient and involving the cessation of any professional or other activity.

### **Person negative for Covid-19**

A person is negative for Covid-19 if an approved medical test attests that he is not infected with Covid-19 or that he is no longer contagious if she has previously been infected.

### **Person infected or positive with Covid-19**

A person is positive for Covid-19 if an approved medical test attests that he is infected with Covid-19, with or without symptoms.

### **Quarantine for disease**

Isolation of the person, in the event of proven illness, decided by a competent medical authority, for the purpose of avoiding a risk of spreading said illness.

**Contact case:** Persons identified and contacted by their primary care physician, health insurance services or the Regional Health Agency (ARS) as having been in high-risk contact with a person with Covid-19.

## 1/ CANCELLATION

### As a partial departure from articles 1-4 and 23 of the terms and conditions of the contract

The Insured is covered by the guarantee for the reasons and circumstances listed hereafter, to the exclusion of all others, within the limit indicated in the Table of Benefits:

- Death of the Insured following infection with Covid-19 and before the stay
- Serious illness or illness of the Insured following infection with Covid-19 before the stay and making it impossible to be present at the place of stay.
- Insured Positive for Covid-19 before the stay and making it impossible to be present at the place of stay.
- Insured who has been refused boarding on the reserved means of transport following a positive temperature test, provided that the Insured has had a test within 48h of the refusal of boarding and that:
  - Either this test attests that the Insured is positive for Covid-19, making it impossible for the Insured to be present at the place of stay more than 60% of the expected duration.
  - Or this test attests that the insured is negative for Covid-19 but that the delay caused by a delayed departure makes his presence at the place of stay less than 60% of the expected duration.
- Insured who is a contact case, provided that the insured has had a test performed within 48h of his notification of contact case and that:
  - Either this test attests that the Insured is positive for Covid-19, making it impossible for the Insured to be present at the place of stay more than 60% of the expected duration.
  - Or this test attests that the insured is negative for Covid-19 but that the delay caused by a delayed departure makes his presence at the place of stay less than 60% of the expected duration.

The Insured is covered by the guarantee if the reasons or circumstances listed relate to:

- - Any person usually living in the insured's home,
  - A person expected to accompany the Insured during his stay and insured under the contract.
  - A member of the insured's family who does not usually live in the insured's home (ascendant or descendent), and who is hospitalized or deceased.

**It is up to you to establish the reality of the situation that entitles you to our benefits. As such, we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

## WHAT WE EXCLUDE

**The Cancellation guarantee does not cover the impossibility of leaving linked to the physical organization, the conditions of accommodation or the security of the destination.**

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

- ◆ **An event, illness or accident that has been the subject of a first observation, relapse, worsening or hospitalization between the date of purchase of the stay and the date of subscription of the insurance contract,**
- ◆ **Any circumstance that is only a mere inconvenience,**

- ◆ **Forgotten vaccination,**
- ◆ **Failure of any kind, including financial, of the carrier making it impossible to fulfil its contractual obligations,**
- ◆ **Any medical event whose diagnosis, symptoms or cause are mental, psychological or psychiatric in nature and which has not resulted in hospitalization for more than 3 days following the subscription of this Contract,**
- ◆ **Any other event that occurred between the date of subscription of the insurance contract and the departure date of your trip**
- ◆ **Any event between the date of booking the travel and the date of taking out the insurance contract.**
- ◆ **The absence of hazard,**
- ◆ **An act that is intentional and/or objectionable under the law, the consequences of alcoholic states and the use of drugs, any narcotic substance referred to in the Public Health Code, drugs and treatments not prescribed by a physician,**
- ◆ **Travel to a geographical destination that is not recommended by the French Ministry of Foreign Affairs,**
- ◆ **An act of negligence on your part,**
- ◆ **Any event which could be the responsibility of the travel agency under the current Tourism Code,**
- ◆ **Failure, regardless of the reason, to present documents essential for the stay, such as passport, identity card, visa, transport tickets, vaccination record, except in the event of theft, within 48 hours of departure, of the passport or identity card.**
- ◆ **The consequences of health measures taken by competent authorities at the local, regional, national or international level to limit the movement of goods and persons: Containment, border closures or limitations of conditions of entry into national territories.**

## **2/ LATE ARRIVAL**

### **As an exception to Article 23 of the general conditions of the contract**

The Insured is covered for the reasons and circumstances listed below, excluding all others, to the extent specified in the Table of Benefits:

- **Serious illness or illness of the Insured following infection with Covid-19 before the stay and making it impossible to be present at the place of stay for less than 60% of the expected duration.**
- **Insured Positive for Covid-19 before the stay and making his presence at the place of stay impossible for less than 60% of the expected duration.**
- **Insured who has been refused boarding on the reserved means of transport following a positive temperature test, provided that the insured has had a test performed within 48h of the refusal of boarding and that:**
  - **Either this test attests that the Insured is positive for Covid-19, making his presence impossible at the place of stay less than 60% of the expected duration.**
  - **Or this test attests that the Insured is negative for Covid-19 and that the delay caused by a delayed departure makes his presence impossible at the place of stay less than 60% of the expected duration.**
- **Insured who is a contact case, provided that the insured has had a test performed within 48h of his notification about the contact case and that:**
  - **Either this test attests that the Insured is positive for Covid-19, making his presence impossible at the place of stay less than 60% of the expected duration.**
  - **Or this test attests that the Insured is negative for Covid-19 and that the delay caused by a delayed departure makes his presence impossible at the place of stay less than 60% of the expected duration.**

The Insured is also covered if the reasons or circumstances listed relate to:

- Any person usually living in the insured's home,
- A person to accompany the Insured during his stay and insured under the contract.
- A member of the insured's family who does not usually live in the insured's home (ascendant or descendent), who is hospitalized or deceased.

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

In no case will the amount of compensation for late arrival be higher than the cost of cancellation of the trip.

#### **DEDUCTIBLE**

In all cases, the Company will indemnify the Insured subject to deduction of a deductible specified in the Table of Benefits.

#### **LIMITATION OF GUARANTEE**

In all cases, the compensation may not exceed the ceiling specified in the Table of Benefits.

#### **EXCLUSIONS**

Similarly, in addition to the general exclusions provided for in the following general provisions, late arrivals are not guaranteed following:

- Any event that occurred between the date of booking the trip and subscribing the contract
- Late application for a visa with the competent authorities, non-conformity of a passport and forgotten vaccination.

### **3/ INTERRUPTION OF STAYS**

**As a partial departure from Articles 3.4 and 23 of the terms and conditions of the contract**

If you have to interrupt the stay covered by this contract, we will refund any unused rental benefits and any cleaning fees, for which you cannot request a refund, replacement or compensation from the service provider, in the event that you are required to leave and return the rental space to the hotel operator as a result of:

- Death following infection from Covid-19 involving your spouse or common-law partner, your ascendants or descendants (any degree), your guardian or any person usually living under your roof or of a person participating in the stay and insured under the contract.
- Serious illness or illness resulting from Covid-19 infection during the stay, involving yourself and/or persons accompanying you during your stay and insured under the contract.

**For a rental, the interruption guarantee is granted provided that the rental is fully released.**

#### **DEDUCTIBLE**

In all cases, the Company will indemnify the Insured subject to application of a deductible amount specified in the Table of Benefits.

#### **LIMITATION OF GUARANTEE**

In all cases, the compensation may not exceed the amounts set out in the Table of Benefits.

## EXCLUSIONS

All interruptions for reasons other than the events listed in Article 1 "Nature and extent of guarantee" are excluded from this guarantee. Similarly, in addition to the general exclusions mentioned in the General Provisions hereafter, interruptions are not covered following:

- Illnesses or accidents that have been the subject of initial observation, treatment, relapse, worsening or hospitalization between the date of booking of the trip and the date of subscription of this contract;
- A pathology not stabilized which has been the subject of observation or treatment within 30 days before reserving the stay;
- Any event that occurred between the date of booking the trip and subscription of the contract
- The death of a parent when it occurs before the date of departure;
- The consequences of the sanitary measures taken by the competent authorities at the local, regional, national or international level to limit the movement of goods and persons: containment, border closures or limitations of conditions of entry into the territories.
- Beauty treatments, therapies, voluntary termination of pregnancy, in vitro fertilization and its consequences, artificial insemination and its consequences, pregnancy;
- A psychological, mental or depressive illness without hospitalization or resulting in hospitalization of less than 2 days.

## 4 / HOTEL EXPENSES FOLLOWING QUARANTINE FOR ILLNESS

If you are obliged to extend your stay **following your quarantine for illness**, we will cover the hotel costs (room and breakfast) as well as those of your family members participating in the stay or of an insured companion, up to the amount shown in the Table of Benefits.

## LIMITATION OF GUARANTEE

In all cases, the compensation may not exceed the amounts set out in the Table of Benefits.

## HOW SOON SHOULD YOU DECLARE THE LOSS?

### Two steps

1/ As soon as you become aware of being in one of the situations described that are eligible for cover, you must immediately notify **your real estate agency**.

**If you cancel the trip at a later date with your agency, we will refund the cancellation fee only from the date of the contraindication noted by a competent authority, in accordance with the cancellation schedule set out in the travel agency's special conditions of sale.**

2/ In addition, you must report the loss to **GRITCHEN AFFINITY**, within five working days of the event triggering the guarantee.