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**plus d'imprévus**  
pour vos séjours !



**ASSURANCE SÉJOUR**

**La garantie d'être remboursé en cas d'imprévu !**

**ASSUR LODGE**  
**Contract no. 102 92 73**

**REF.: 20- ASL- pack L2**

**gritchen**  
SMART INSURANCE SOLUTIONS

**ASSUR LODGE****Contract no. 102 92 73****REF.: 20- ASL- pack L2**

A collective insurance policy contract with optional individual membership, taken out through the intermediary

**Gritchen Affinity**, a broker manager - a simplified joint-stock company with a capital of 10,000 euros, registered with the Commercial and Companies Register of Bourges under no. 529 150 542, whose registered office is located at 27 rue Charles Durand - 18000 Bourges, VAT no.: FR78529150542 - an insurance brokerage company under no exclusivity agreement (list of partner insurance companies available on simple request), regulated by the ACPR (Autorité de Contrôle Prudentiel et de Résolution, the French Prudential Supervisory Authority), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, and registered with ORIAS (the French Register of Insurance Intermediaries) within the category of Insurance Broker, under no. 11061317 ([www.orias.fr](http://www.orias.fr)) - providing Professional Indemnity and Financial Cover in accordance with articles L. 512-6 and L. 512-7 of the French Insurance Code - Subsidiary of the company GROUPE GRITCHEN ASSURANCES HOLDING, a simplified joint-stock company with a capital of 2,312,218.80 euros, registered in the Commercial and Companies Register of Paris under no. 799 320 726, whose registered office is located at 21 avenue de Messine 75008, Paris.

With **Aréas Dommages**, a fixed contribution mutual insurance company registered with the Commercial and Companies Register of Paris under no. 775 670 466, whose registered office is located at 47-49 rue de Miromesnil 75380 Paris (hereinafter referred to as 'the Company')

## SHORT-TERM SEASONAL RENTALS - SUMMARY OF COVER

TYPE OF COVER	COVER LIMIT AND EXCESS
<b>CANCELLATION</b> Serious illness, serious bodily injury or death	<b>Maximum compensation of €20,000/case</b> <b>No excess</b>
Serious damage from fire, explosion or water damage Complications due to pregnancy Contraindication and consequences of vaccination Redundancy or contractual termination Summons before a court, only in the following cases: <ul style="list-style-type: none"> <li>- Summons for the adoption of a child</li> <li>- Summons to retake an exam</li> <li>- Summons for an organ transplant</li> </ul> Theft in professional or private premises Serious damage to the renter's vehicle Impediment to the renter of reaching the holiday destination by road, rail, air or sea Work transfer Refusal of visa by the country's authorities	<b>Excess of 3% of the claim amount</b> <b>With a minimum excess of €30/case</b>
Acquiring a job Divorce or separation of a civil partnership Theft of renter's identity card, driver's licence or passport Cancelling or changing the dates of your or your partner's paid holiday leave in effect or due to a law imposed by your employer	<b>Excess of 20% of the claim amount</b> <b>Minimum of €70/case</b>
<b>TRIP INTERRUPTION</b> Where activity is interrupted	<b>Maximum compensation of €20,000/case</b> <b>Maximum of €500/case</b> <b>Excess of 1 day</b>
<b>LATE ARRIVAL</b> Late arrival of more than 24 hours	<b>1-day excess</b> <b>Maximum 3 days refundable</b>
<b>The renter's CIVIL LIABILITY WHILE ON HOLIDAY</b>	
Rental civil liability following fire, explosion or water damage <ul style="list-style-type: none"> <li>- Limit of cover per Claim and per duration of rental agreement of the Rented property</li> </ul>	<b>€1,500,000</b>
<ul style="list-style-type: none"> <li>- Where help has been sought from neighbours and Third parties</li> </ul>	<b>€450,000</b>
<ul style="list-style-type: none"> <li>- Where there has been a loss in rent and deprivation of use</li> </ul>	<b>€50,000</b> <b>Excess of €200</b>
Civil liability towards 'entrusted moveable property' <ul style="list-style-type: none"> <li>- Limit of cover per Claim and per duration of rental agreement of the Rented property subject to rate of wear and tear</li> </ul>	<b>€3,000</b>
<ul style="list-style-type: none"> <li>- Moveable assets with no invoice</li> </ul>	<b>€200</b>

## Excess of €50

### SPORTS EQUIPMENT

Equipment rental in the event of breakage or theft of personal equipment

Maximum compensation of €400/rental

### THERAPY TRIP EXTENSIONS

Purchase of exclusion and extension of cancellation/interruption cover

Maximum compensation of €20,000/case

## CONTRACTUAL DOCUMENTS

This insurance contract is governed by:

The French Insurance Code

These Terms and Conditions

The agreement of cover submitted by your rental agency, which serve as special conditions

## 1. CANCELLATION COVER

### Article 1.1 / NATURE AND SCOPE OF COVER

We cover the reimbursement of cancellation fees invoiced by the organiser of the holiday in accordance with their Terms and Conditions of Sale when this cancellation, notified by any written means BEFORE THE DATE OF ARRIVAL at the holiday destination, is the result of the occurrence, after taking out this insurance, of one of the following events:

- Serious illness, serious accident or death, including relapse, aggravation of a chronic or pre-existing disease, as well as the consequences of such, and the consequences of an accident that occurred prior to taking out the insurance suffered by yourself, your spouse or de facto partner, your ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, stepfathers, stepmothers, sisters, brothers, stepbrothers, stepsisters, sons-in-law, daughters-in-law, your legal guardian or a person who habitually resides under your roof, and the person accompanying you during your trip as mentioned and insured within this contract.
- The death of your uncles, aunts, nieces and nephews.
- Serious damage caused by fire, explosion, water damage or forces of nature to your professional or private premises and which imperatively

requires your presence in order to take the necessary protective measures.

- Serious illness, serious accident or death, including relapse, aggravation of a chronic or pre-existing disease, as well as the consequences of such, and the consequences of an accident that occurred prior to taking out the insurance suffered by your professional replacement as mentioned when taking out the insurance, the person in charge of caring for your minor children during your trip, or a person with a disability for whom you are the legal guardian who is living under the same roof as you, provided you are the legal guardian.
- Complications due to the pregnancy of one of the persons participating in the holiday and insured within this contract.
- Contraindications and consequences of vaccination occurring to one of the persons participating in the holiday and insured within this contract.
- Redundancy or contractual termination of yourself or your spouse or de facto partner insured by this same contract on the condition that the procedure had not been initiated prior to taking out the insurance.
- Summons before a court, only in the following cases: In the jury or as a witness, or if appointed

as an expert, provided that you are summoned on a date that coincides with the period of travel.

- Summons for the adoption of a child, provided that you are summoned on a date that coincides with the period of travel.
- Summons to retake an exam following an unidentified setback at the time of booking the holiday or taking out the insurance (higher education only), provided that the aforementioned exam takes place during the holiday.
- Summons for an organ transplant for yourself, your spouse or de facto partner or of one of your 1st-degree ascendants or descendants.
- Serious damage caused by fire, explosion, water damage or forces of nature to your professional or private premises and which imperatively requires your presence in order to take the necessary protective measures.
- Theft within your professional or private premises provided that the significance of this theft requires your presence and that the theft occurs within 48 hours prior to your departure.
- Serious damage to your vehicle **in the 48 working hours prior to the 1st day of your trip** and insofar as the vehicle cannot be used to travel to the holiday destination.
- Impediment to you reaching the holiday destination by road, rail, air or sea, on the day of departure due to:
  - blockades issued by the Government or a local authority,
  - traffic accidents during the necessary journey to your intended holiday destination, the damage of which causes your vehicle to be taken out of service, as justified by the expert's report.
- Obtaining a role as an employee for a period of **more than 6 months** taking effect before and

during the planned holiday dates, while you were registered as a job seeker with your career centre on the day of registering for your holiday and provided that it is not a case of extension or contract renewal, or an allocation provided by a temporary work company. **Excess of 25% of the claim amount with a minimum of €70 per case.**

- Your separation (marriage or civil partnership): In the event of divorce or separation (in the case of a civil partnership), provided that the proceedings were initiated in the courts after booking your holiday and upon presentation of an official document. **Excess of 25% of the claim amount with a minimum of €70 per case.**
- Theft (with a complaint filed with the supporting police station) of your identity card, driver's licence or passport within the 5 working days prior to your departure, which prevents you from fulfilling the travel formalities with the relevant authorities. **Excess of 25% of the claim amount with a minimum of €70 per case.**
- **Cancelling or changing the dates of your or your spouse's or de facto partner's paid holiday leave, imposed by your employer** for a legitimate reason or due to exceptional circumstances and as officially granted by the latter in writing before registering for the holiday; this document from the employer will be required. **This cover does not apply to company directors, self-employed professionals, artisans and those employed on a temporary basis in the entertainment industry, nor does this cover apply in the event of a change in employment. Excess of 25% of the claim amount with a minimum of €70 per case.**
- **Work transfer that requires a house move**, imposed by your superiors, having not been subject to a request on your part and on the condition that the transfer was not yet known about at the time of taking out the Insurance. This cover is granted to salaried employees, with the exclusion of members of a self-employed profession, managers, legal representatives of a company, self-employed workers, artisans and those employed on a

temporary basis in the entertainment industry. **You remain responsible for an excess of 25%.**

- Refusal of visa by the country's authorities on the condition that no request was previously refused by these authorities for the same country. A supporting document from the embassy will be required.

#### **Activity Holidays cover:**

Compensation for activity services in the event of the departure of the insured. In the event of illness or accident of the insured, as confirmed by a medical doctor, which prevents the insured from practising the activity for which they registered and which is the main purpose of the activity holiday, the Company will compensate the insured for the amount of the activity services, with a maximum of 50% of the total amount of the trip if the insured decides to go on the trip. The services must be detailed on an invoice provided by the organiser of the trip;

#### **Amendment fees extension:**

In the event of changing the dates of your trip due to a reason listed above, we shall reimburse you for the expenses incurred by extending the dates of the trip, covered contractually as provided for in the conditions of sale. In any case, the amount of this compensation will not be superior to the amount of the cancellation fees requested on the date of the occurrence of the event which caused the change.

Cover for cancellations and changes cannot be combined.

**When renting, the cancellation cover is granted on the condition that the rental is totally vacated.**

#### **Article 1.2 / EFFECT AND DURATION OF THE COVER**

Provided that the insured has already paid the corresponding premium, the cover will take effect from the moment of purchase or reservation of the holiday and will expire at the time of arrival at the holiday destination (date included in the Special Conditions), or when the keys are handed over in the case of rentals for the trip covered by this policy.

However, for any cover taken out after the date of purchase and within the timeframe of 48 hours after booking the trip, a waiting period of 4 days during

which no cover can take effect will be applicable from the date of taking out the insurance contract and the cover will only take effect at the end of this period.

#### **Article 1.3 / LIMIT OF COVER**

The compensation due in virtue of this cover cannot exceed the actual amount of the penalties invoiced, up to the amounts set in the summary of cover table, following the cancellation of the trip.

In any case, compensation cannot exceed the amounts set in the summary of cover table.

The administration fees, insurance premium, taxes including airport taxes (reimbursed by the carrier or any collecting body) and visa fees are non-refundable.

#### **PLEASE NOTE:**

If the insured cancels the trip late, the Company can only assume the cancellation fees payable on the date of occurrence of the event which caused the loss.

If cover is taken out after the appearance of a reason to cancel the trip and after the insured is aware of this reason, the latter will not be entitled to cover.

#### **Article 1.4 / EXCLUSIONS**

**All cancellations for reasons other than the events listed in article 1, 'Nature and scope of cover', are excluded from this cover. Likewise, in addition to the exclusions provided for in the following General Provisions, the following cancellations are not covered:**

- Illnesses or accidents which have been the subject of an initial diagnosis, treatment, relapse, aggravation or hospitalisation between the date of booking the trip and the date of taking out this insurance contract;
- a non-stabilised illness which has been recognised or treated within the 30 days prior to the trip reservation being made;
- any event occurring between booking the trip and taking out the insurance contract;
- the death of a parent which takes place more than one month prior to the date of departure;
- an atypical pneumonia or severe acute respiratory syndrome (SARS), avian influenza or A-H1N1 flu, as well as any pandemic or epidemic recognised by national or international health organisations;
- aesthetic treatment, therapy, voluntary interruption of pregnancy, in vitro fertilisation



and its consequences, artificial insemination and its consequences, pregnancy;

- the late application for a visa to the relevant authorities, the refusal of a visa, passport non-compliance and lack of vaccination;
- a psychiatric or mental or depressive illness without hospitalisation or resulting in hospitalisation of less than 3 days.

## 2. TRIP INTERRUPTION COSTS

### Article 2.1 / NATURE AND SCOPE OF COVER

If you have to interrupt the holiday covered by this contract, we undertake to reimburse you for the unused rental services as well as the potential cleaning costs of the rental, for which you cannot claim from the service provider the reimbursement, replacement or compensation, in the event you are forced to leave and return the rented premises to the owner as a result of:

- Serious illness, serious accident or death of yourself, your spouse or de facto partner, your ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, stepfathers, stepmothers, sisters, brothers, stepbrothers, stepsisters, sons-in-law, daughters-in-law, your legal guardian or a person who habitually resides under your roof or the person accompanying your during your trip as mentioned and insured within this contract.
- Serious illness, serious accident or death of your professional replacement as mentioned when taking out the insurance, the person in charge of caring for your minor children during your trip, or a person with a disability for whom you are the legal guardian who is living under the same roof as you, provided you are the legal guardian.
- Serious damage caused by fire, explosion, water damage or forces of nature to your professional or private premises and which imperatively requires your presence in order to take the necessary protective measures.
- Theft in professional or private premises provided that the significance of this theft requires your presence.

When renting, the interruption cover is granted on the condition that the rental is totally vacated.

### EXTENSION:

We will reimburse the insured on a pro rata temporis basis for non-refundable sports activity packages (lift passes, ski lessons, sports equipment rental, etc.) that have already been paid and not used when the insured has to interrupt the practice of this activity only in the event of an Accident prohibiting the practice of this sport, minus a one-day excess.

### Article 2.2 / EXCESS

In all cases, the Company will compensate the insured minus the excess, the amount of which is specified in the summary of cover table.

### Article 2.3 / LIMIT OF COVER

In any case, compensation cannot exceed the amounts set in the summary of cover table.

### Article 2.4 / EXCLUSIONS

All cancellations for reasons other than the events listed in article 1, 'Nature and scope of cover', are excluded from this cover. Likewise, in addition to the general exclusions provided for in the following General Provisions, the following cancellations are not covered:

- Illnesses or accidents which have been the subject of an initial diagnosis, treatment, relapse, aggravation or hospitalisation between the date of booking the trip and the date of taking out this insurance contract;
- a non-stabilised illness which has been recognised or treated within the 30 days prior to the trip reservation being made;
- any event occurring between the date of booking the trip and taking out the insurance contract;
- the death of a parent which takes place more than one month prior to the date of departure;
- an atypical pneumonia or severe acute respiratory syndrome (SARS, COVID), avian influenza or A-H1N1 flu, as well as any pandemic or epidemic recognised by national or international health organisations;
- aesthetic treatment, therapy, voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy;

- a psychiatric or mental or depressive illness without hospitalisation or resulting in hospitalisation of less than 2 days.

### 3. LATE ARRIVAL

#### Article 3.1 / NATURE AND SCOPE OF COVER

If an unforeseeable event, unavoidable and beyond the control of the insured person, occurs during their outbound journey from the insured's domicile to the holiday destination and meaning that the insured cannot be present on the scheduled start date of the covered holiday for more than 24 hours, the Company will compensate the insured up to the amount indicated in the summary of cover table.

In no case may the amount be higher than the trip cancellation fee.

This cover is granted on the condition that the insured has allowed sufficient time to travel to the holiday destination.

#### Article 3.2 / EXCESS

In all cases, the Company will compensate the insured minus the excess, the amount of which is specified in the summary of cover table.

#### Article 3.3 / LIMIT OF COVER

In any case, compensation cannot exceed the amounts set in the summary of cover table.

#### Article 3.4 / EXCLUSIONS

All late arrivals for reasons other than the events listed in article 1, 'Nature and scope of cover', are excluded from this cover.

Likewise, in addition to the general exclusions provided for in the following General Provisions, the following cancellations are not covered:

- any event occurring between the date of booking the trip and taking out the insurance contract;
- the late application for a visa to the relevant authorities, passport non-compliance and lack of vaccination.

### 4. THE RENTER'S CIVIL LIABILITY WHILE ON HOLIDAY

#### Article 4.1 / DEFINITIONS

**Accident:** Any sudden, unforeseen and external event to the Insured.

**Insured/renter:** The Renter, a natural person who is a party to the Rental agreement and named (surname, first name, address) on the Rental agreement - is an Insured, spouse of the Insured, the Insured's or the spouse's children as well as any other persons who take part with the Insured in the holiday covered by the Rental agreement.

**Entrusted moveable asset:** Any moveable property located within the Rented property and made available to the Insured during the term of the Rental agreement.

**Property damage:** Any deterioration or destruction of moveable or immovable property.

**Personal injury:** Namely, for accidental bodily injury to third parties.

**Intangible damage:** damage 'resulting from the deprivation of enjoyment of a right, interruption of a service rendered by a person or by a moveable or immovable property or loss of profit' as a consequence of personal and/or property damage.

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

**Non-reducible excess:** Portion of the compensation to be borne by the Insured in the event of a covered Loss.

**Landlord/Rental company:** A natural person or legal entity who makes the Rented property available to the Insured under the Rental agreement and party to the aforementioned contract.

**Fire:** Combustion with flames outside of a normal household.

**Valuable item:** Jewellery of any value, art, watches, carpets and tapestries worth more than €300.

**Third party:** Any person other than the Insured. Any Insured victim of consequential personal, property or intangible damage caused by another Insured (the Insured parties are considered third parties). Any natural person or legal entity excluding the Insured person, members of their family, persons accompanying them and their employees.

**Depreciation:** Impairment of the value of the Rented Property and entrusted Moveable asset in comparison with an identical new item.

**Complaint:** Accountability of the Insured by the Landlord/Rental company.

**Loss/Claim:** Damage or set of damages caused to the Landlord/Rental company resulting from a detrimental



event and having been the subject of a Complaint. All damages arising from the same harmful event, regardless of how they are spread out over time, constitute one single Claim.

#### Article 4.2 / NATURE AND SCOPE OF COVER

The occupant renter's Civil Liability

The cover is granted exclusively:

- if the occupant renter is a resident of European zone
- if the duration of the rental agreement does not exceed 90 days

**This cover applies exclusively if the insured does not benefit from civil liability cover through another valid insurance contract on the day of occurrence of the detrimental event that is likely to incur financial consequences.**

#### Rental liability

What is covered:

Financial consequences of civil liability that the renter may incur in respect of the owner for

- Property damage caused to the Rental Property as well as personal injury to third parties, as a result of a Fire, Explosion or water damage which originated in the Rental Property occupied by the Insured.
- Property damage caused to neighbours and Third parties following a Fire, Explosion or water damage, which originated in the Rental Property occupied by the Insured and which the Owner is required to compensate.
- Intangible damages caused to the owner, loss of rent and deprivation of use due to covered property damage.

#### Civil liability resulting from damage to entrusted moveable property

What is covered:

The financial consequences of civil liability for the Insured as renter or occupant, as a result of property damage caused to entrusted moveable property found inside the Rental property and belonging to the owner of the Rental property.

**This cover applies exclusively if the insured does not benefit from civil liability cover through another valid insurance contract on the day of occurrence of the**

**detrimental event that is likely to incur financial consequences.**

#### Article 4.3 / EXCLUSIONS

The following are excluded from the Civil Liability cover:

- The Insured appearing on any official, governmental or police database of persons proven or presumed to be terrorists, any Insured being a member of a terrorist organisation, a drug trafficker, implicated as a supplier in the illegal trade of nuclear, chemical or biological weapons;
- The disintegration of the atomic nucleus or any irradiation coming from an energy source of a radioactive nature;
- Damage caused intentionally or fraudulently by the Insured or with their complicity;
- Damage not invoking the renter's civil liability;
- Damage originating outside of the covered property occupied by or made available to the Insured;
- The Insured's civil liability in the event of default of payment of the Rental Property;
- Damage caused by wilful damage, cigarette burns or caused by any other smoking device;
- Any damage caused by moisture, condensation, fog or smoke;
- The breakdown of appliances made available to the Insured;
- Damage to lamps, fuses, consumable goods or products;
- The theft of entrusted property;
- The theft or loss of the keys of the Rental property;
- Damage sustained while the premises containing the Insured objects were occupied by third parties other than the renter;
- Damage due to a lack of maintenance by the Landlord/Rental company or owner of the Rental Property;
- Damage resulting from use of the Rental property or moveable property not in accordance with the Rental agreement;
- The consequences of contractual commitments exceeding those to which the renter is legally bound;

- **Damage to a boat when it is not moored to a dock;**
- **Damage to valuable items;**
- **Facilities outside the Rental Property: Swimming pools, tennis courts;**
- **Damage to shrubs and plants;**
- **Buildings under construction or demolition;**
- **Buildings used for professional or commercial purposes;**
- **Property damage suffered by buildings registered as Historical Monuments;**
- **Fire damage from a campfire or from a chimney fire that has not been swept at the time of occurrence of the damage;**
- **Damage occurring outside of the rental period mentioned in the Rental agreement;**
- **Damage caused to animals.**

#### **Article 4.4 / AMOUNTS AND LIMITS OF COVER**

The maximum liability of the insurer for all damages is defined in the summary of cover table.

#### **Article 4.5 / SETTLEMENT OR ADMISSION OF LIABILITY**

No admission of liability or settlement that you would have accepted without our consent will be considered enforceable by us. However, acceptance of a tangible event will not be regarded as an admission of liability, no more than the mere fact that a victim has been given urgent assistance, when it concerns an act of assistance that anyone has the right to perform.

#### **Article 4.6 / PROCEEDINGS**

In the event of proceedings initiated against you before a civil, commercial or administrative jurisdiction, we will defend you and handle the proceedings for the events and damages falling within the scope of cover of this contract.

However, you can become a party to our claim provided you can prove evidence of a separate interest not covered within this contract.

In the event of proceedings before a criminal jurisdiction, we will ensure the defence of your interests if the victims have not been compensated, insofar as you accept that this defence is insured by the legal counsel authorised by the insurer at the same time as the civil interests.

The provision of your defence, as a precautionary measure, cannot be interpreted as an

acknowledgement of cover and does not in any way imply that we agree to assume responsibility for damages not covered by this contract.

#### **Article 4.7 / REMEDIES**

With regard to remedies:

- we are free to exercise recourse within the framework of cover of this contract before civil, commercial or administrative jurisdictions,
- before a criminal jurisdiction, remedies can only be exercised with your agreement when your criminal interest remains in play.
- if the dispute only concerns civil interests, the refusal to give your consent for the exercising of the remedy envisaged will give rise to the right for us to claim compensation from you equal to the damage suffered by us.

You cannot object to the exercising of our right to recourse against a liable third party.

#### **Article 4.8 / NON-LIABILITY FOR LOSSES**

Even if you fail to fulfil your obligations following a Loss, we are required to compensate, on your behalf, the persons in respect of whom you are liable.

Nevertheless, in this case, we retain the right to initiate proceedings against you for the reimbursement of all sums that we will have paid or set aside for you.

#### **Article 4.9 / LEGAL EXPENSES**

We cover the costs of proceedings, notification and other settlement expenses. However, if you are convicted for an amount higher than the cover amount, each party will bear these costs proportionate to their respective shares in the conviction.

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

#### **Article 5.1 / NATURE AND SCOPE OF COVER**

In the event of theft or accidental breakage of the insured's personal sports equipment, the Company will arrange for identical replacement equipment to be rented out up to the amount indicated in the summary of cover table.

In the event of breakage, the Cover is granted provided that the insured person produces proof from the landlord/rental company attesting that the damaged material has been shown to the latter.

## Article 5.2 / EXCLUSIONS

All events not indicated in article 1 'Nature and scope of cover' are excluded from this cover.

In addition to the exclusions provided for in the following General Provisions, the following are not covered:

- theft of the insured's sports equipment as a result of forgetfulness or negligence on their part, namely the act of leaving their sports equipment unattended, leaving their sports equipment visible from the outside of their vehicle and/or without having entirely closed and locked access to the sports equipment;
- theft committed without force or with the use of false keys;
- theft of the insured's sports equipment in a vehicle between sunset and sunrise or in a convertible vehicle;
- indirect damage such as deprivation of enjoyment, fines;
- damage resulting from the inherent vice of the insured item and/or from its normal and natural wear and tear;
- in the event of loss, forgetting or exchange;
- theft on campsites;
- damage caused to the equipment covered which does not impair the proper functioning of the equipment, such as scratches, marks, stains,
- damage resulting from non-compliance of operation and maintenance instructions issued by the store.
- damage falling under the manufacturer's, distributor's or assembler's warranty.

## 6. HEALTH SPA EXTENSIONS

### Article 6.1 / NATURE AND SCOPE OF COVER

Notwithstanding the contract, cancellation and interruption cover is granted to those booking a therapy trip in accordance with this option.

There are no changes to the other clauses, cover and exclusions of the contract.

#### **EXTENSION OF COVER:**

Cancellation or interruption of the trip in the event of illness or accident of the insured, confirmed by a medical doctor, up until the first day of the therapy/treatment which prevents the latter from

practising the main activity of the holiday for which the insured had signed up.

## 7. IN THE EVENT OF A LOSS

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

When Insurance cover comes into play, the insured person must:

Advise Gritchen Affinity in writing of any losses that would invoke the cover contained in the insurance contract within five working days (*brought forward to two working days in the event of theft*).

These timeframes will begin once the insured discovers the loss that would involve the arrangement of cover.

Once this timeframe has passed, the insured will be deprived of any right to compensation if the delay caused damage to the Company.

### TRIP INTERRUPTION OR CANCELLATION

Your declaration must be accompanied by:

- your contract reference number
- a copy of the rental agreement clearly indicating the identity of the Lessee, the amount of the advance payment, the rental amount and the initially planned rental dates
- a supporting document which includes the date of booking the holiday rental
- any documents that prove the date of cancellation from the lessee and the possible reason
- you agree to send us, upon simple request, all of the documents necessary for us to investigate your case
- a receipted invoice of the debit that you are required to pay to the trip organiser or that this latter has kept,
- in the event of illness or accident, a medical certificate specifying the origin, nature, gravity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and civil status certificate,
- in other events, any supporting documents,
- you must send us the necessary medical documents and information for us to investigate your case on behalf of the consulting physician, using the pre-printed envelope that we will send you following receipt of the claim declaration, as

well as the medical questionnaire to be completed by your doctor,

- if you do not have these documents or this information, you must convey this information to your treating physician and send us the information using the pre-printed envelope described above,
- you must also send us the transmission of these additional documents, which must be done using a pre-printed envelope on behalf of the consulting physician, and any information or documents that you may be asked for in order to justify the reason for your cancellation, including:
- Any photocopies of prescriptions of medication, analyses or examinations, as well as any documents justifying their issue or execution, and in particular the medical insurance card comprising, for prescribed medication, a copy of the corresponding labels,
- The detailed account from the French Social Security system and any other similar body, in relation to the reimbursement of treatment costs and the payment of daily compensation allowances,
- in the event of an accident, you must clarify the causes and circumstances and provide us with the name and address of the liable parties, as well as, if necessary, any witnesses.

### **LATE ARRIVAL**

You must: send to the insurer all documents necessary to open the case and to also prove the legitimacy of the case and the claim amount.

In any case, you will be automatically requested to provide the original copies of the detailed invoices from the organiser which feature the land-based services.

### **LUGGAGE/SPORTS EQUIPMENT**

In the event of loss or deterioration of luggage entrusted to a transport company, or theft committed in a hotel, a damage report must be drawn up by the transport company's or hotel's qualified representative (with the exception of the representative of the trip's organiser). Failure to submit this report will lead to a reduction in the compensation corresponding to the amount that must be returned to the Company in accordance with the recourse that the Company would

have to exercise against the transport company or the hotel, in addition, in the event of theft, and to file a complaint as soon as possible with the police authorities of the country of origin nearest to the location of the crime,

- send the Company all original documents in support of the claim:
  - receipt of the complaint being filed, reservation confirmation from the maritime, aerial or road transport company,
  - damage report,
  - detailed and itemised inventory,
  - report of damage due to error, transport ticket and record in the event of misplaced, lost or damaged luggage,
  - repair estimate or settled invoices, purchase or original invoice.

If the insured recovers all or some of the stolen or disappeared items, at any time, they must advise the Company of this immediately.

- If this recovery took place before paying the compensation, they must re-take possession of these items and the Company will compensate them for the deteriorations that they may have suffered.
- If this recovery took place after paying the compensation, the insured may decide to take the luggage against reimbursement of the compensation received, subject to deduction of deteriorations or shortfalls. The insured has 15 days to make their choice. After this timeframe, the Company will consider the insured to have relinquished their compensation.

The lost or damaged goods that the Company will compensate the insured for will become the Company's property.

### **CIVIL LIABILITY**

In the event of loss, the insurer has the sole right to negotiate with damaged third parties, within the limit of their cover, and no acknowledgement of liability would be enforceable against the insurer.

Admission of a tangible event, as well as a natural act, from the insurance team, does not constitute an acknowledgement of liability.

The insured must:

- send the Company, as soon as they receive these, any notices, letters, summons, appointments, extrajudicial acts and proceedings documents that will have been sent to the insured, delivered or notified personally or to their beneficiaries.
- in the event of a delay in the transmission of these documents, the Company may claim for a compensation proportionate to the resulting damage (article L. 113-2 of the French Insurance Code).
- communicate to the Company, upon simple request and without delay, all documents necessary for their report.
- declare to the Company the existence of any other insurance contract which covers the same risk.

#### GENERAL PROVISIONS AND PROVISIONS COMMON TO ALL COVER

As with any insurance contract, this contract comprises reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages.

#### DEFINITIONS

**Serious bodily injury:** any unintentional bodily injury on the part of the victim, resulting from the sudden action of an external cause as confirmed by a medical doctor, and involving the cessation of any professional or other activity and prohibiting the victim from moving by their own means.

**Hazard:** An unintentional, unpredictable, unavoidable and external event.

**Subscriber:** The natural person who adheres to this insurance contract.

**Insured(s):** the person or persons insured in accordance with this contract.

**Attack/Acts of terrorism:** The term 'attack' means any act of violence which constitutes a criminal or illegal attack against persons and/or property, in the country in which you're staying, the purpose of which is to greatly disturb the public order. This 'attack' must be identified as such by the French Ministry of Foreign Affairs.

**Beneficiary:** a person benefiting from the benefits provided, not in their own capacity, but due to their connections with the Insured. Unless stipulated otherwise, at the time of taking out this contract, only the spouse is covered, if not the child, if not the insured's heirs.

**Natural disaster:** The abnormal intensity of a natural agent not originating from human intervention.

**French Insurance Code:** The collection of legislative and regulatory texts which govern this insurance contract.

**Rental agreement:** A contract entered into between the Landlord/Rental company and the Insured to make the Rental Property available for a period not exceeding 90 days and for private use. The rental agreement must include the following information: rental address, description of the accommodation, duration of rental period with arrival and departure dates, date of signing the contract, signatures of the parties, identity of the occupants, address of the renter, rental price including tax, the amount of the advance paid at the time of booking and the security deposit paid when entering the premises.

**Loss of entitlement:** The loss of right to Cover for the Loss in question.

**Insurer: Aréas Dommages,** a mutual insurance company registered with the Commercial and Companies Register of Paris under no. 775 670 466, whose registered office is located at 47-49 rue de Miromesnil 75380 Paris

**Assistance provider:** The benefits of this assistance agreement are provided by: **AWP P&C**, a limited company with a capital of €17,287,285, no. 519 490 080 in the Commercial and Companies Register of Bobigny, Registered office: 7, rue Dora Maar – 93400 Saint-Ouen (business governed by the French Insurance Code) **and implemented by AWP FRANCE SAS**, a simplified joint-stock company with a capital of €7,584,076.86, no. 490 381 753 in the Commercial and Companies Register of Bobigny. Registered office: 7, rue Dora Maar – 93400 Saint-Ouen. An insurance brokerage company - Registered with ORIAS under no.

07 026 669 - <http://www.orias.fr/> - known under the commercial name '**Mondial Assistance**'.

**Domicile:** the Insured's place of usual residence for at least the last 6 months.

**DOM-ROM, COM:** DROM POM COM is the new name for the French overseas departments and territories since the constitutional reform of 17 March 2003, which amended the names of the French overseas departments and territories and their definitions.

**Personal injury:** Any physical or mental injury suffered by a person and the consequential loss or damage arising therefrom.

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

**Consequential tangible and intangible damage:** Any damage, other than personal or property, consisting of monetary costs and losses resulting from the deprivation of enjoyment of a right, interruption of a service provided by a person or property, or loss of profits and resulting from a covered physical injury or property damage.

**Duration of cover:** cover is provided to the Insured in accordance with the duration defined in the Special Terms of the contract.

**Transport company:** A transport company is understood to be any company duly authorised by the public authorities for the transport of passengers.

**Event:** Any event giving rise to damaging consequences, which could lead to one or more cover benefits of the contract being applied.

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

**Excess:** Amount to be borne by the Insured in the event of a Loss.

**Short-term rental:** A stay of less than 90 days in the premises intended for the holiday stay, of which the renter is not the owner, nor do they rent the premises all year round.

**We:** The Insurer

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

**Claims assistance manager:** **AWP FRANCE SAS**, a simplified joint-stock company with capital of €7,584,076.86, no. 490 381 753 in the Commercial and Companies Register of Bobigny. Registered office: 7, rue Dora Maar – 93400 Saint-Ouen. An insurance brokerage company - Registered with ORIAS under no. 07 026 669 - <http://www.orias.fr/> - known under the commercial name '**Mondial Assistance**'.

**Strike:** Collective action consisting of the suspension of work as planned by the employees of a company, an economic sector or a professional category to defend their interests.

**Family members:** spouse or de facto partner, ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, stepfathers, stepmothers, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

**Serious illness:** any change in health as confirmed by a medical doctor, involving the cessation of any professional or other activity and which requires appropriate care.

**Owner or Landlord/Rental company:** Domiciled in the European Union, including Switzerland, United Kingdom and Monaco. A natural person or legal entity who owns a property, allocated for holiday stays, that they offer for rent to a tourist client base through the Underwriter as an intermediary.

**Lessee/Renter:** A natural person who has taken out a holiday rental agreement for a Stay within a property belonging to the owner. The Lessee cannot be the owner, beneficial owner, free occupant or usufructuary party of the rented property.



**Stay:** The term 'Stay' means any rental period located worldwide for a maximum and non-renewable duration of 90 consecutive days in a furnished holiday rental and granted in lease by the Owner to the Lessee. The seasonal rental contracted by the Lessee must cumulatively satisfy all of the following conditions:

- the rented property must be a lodging in a building development (house or apartment) or docked boat
- the rented property must not be company lodgings, the rental must be accepted temporarily for a holiday stay.

**Policyholder:** the body or the legal entity or natural person, domiciled in the European Union including Switzerland, United Kingdom and Monaco, who took out the Assur Lodge insurance with the Subscribers and agrees to pay the contributions.

**Loss:** Event that may give rise to the application of cover within the contract.

**Subrogation:** The legal situation whereby a person is transferred another person's rights (*including: substitution from the Insurer to the Insured for the purposes of taking out proceedings against the opposing party*).

#### **Territories covered:**

Cover applies:

- Where the Insured Lessee resides in a country of the European Union, including Switzerland, United Kingdom and Monaco, for rented property

located worldwide, with the exception of politically unstable countries and countries advised against by the French Ministry of Foreign Affairs.

- Where the Insured Lessee resides in a country outside of the European Union, Switzerland, United Kingdom and Monaco, for rented property located in a country of the European Union, Switzerland, United Kingdom and Monaco.

**Third party:** Any person other than the Insured. Any Insured victim of consequential bodily, material or immaterial damages caused by another Insured (the Insured parties are considered third parties). Any natural person or legal entity excluding the Underwriter, the Insured person, members of their family, persons accompanying them and their employees.

**Wear:** Devaluation or depreciation, on the day of the Loss, of the value of property caused by prolonged use or maintenance conditions.

**Depreciation:** Consequence of the Wear over time, the age or the state of maintenance, on the day of the Loss, on the value of a property.

#### Depreciation applied:

- 10% per year from the date of purchase of the damaged property upon presentation of the purchase invoice of the property
- 80% per year in the absence of a purchase invoice on the basis of the purchase price inclusive of tax on the day of the Loss, capped at €200

#### Exceptions:

	ANNUAL DEPRECIATION VALUE	MAXIMUM DEPRECIATION	MAXIMUM LIFESPAN
Household electrical goods	20%	90%	8 years
Hi-Fi equipment	20%	90%	8 years
IT equipment	30%	90%	8 years
Simple furniture	10%	90%	10 years
Wallpaper, painting	18%	90%	7 years
Carpets	18%	90%	13 years
Parquet flooring and tiles	4%	80%	30 years

Plastic coatings	11%	80%	10 years
Indoor carpentry	6%	85%	30 years
Locksmiths	11%	85%	15 years
Fittings	9%	85%	15 years
Plumbing	9%	85%	15 years
Sanitary appliances	6%	80%	25 years
Water heater	12%	85%	10 years
Boiler	7%	85%	15 years
PVC wood shutters	8%	80%	15 years
Metal shutters	5%	80%	30 years
Roller shutters	8%	90%	15 years
Electric convactor heaters	12%	85%	15 years
Cast iron radiators	6%	90%	25 years
Heating controls (burners)	11%	90%	10 years

**You:** The Insured person or persons

#### Article 7.1 / RIGHT OF WITHDRAWAL

Information document for the exercise of the right of withdrawal provided for in article L. 112-10 of the French Insurance Code.

The beneficiary is requested to verify that they are not already benefitting from cover covering one of the risks guaranteed by the new agreement. If this is the case, they shall have the right to withdraw from this agreement for a period of 14 calendar days from the date of signing, without penalty or incurring costs, if all the following conditions are met:

- This contract is for non-professional purposes;
- This contract comes in addition to the purchase of a product or service sold by a supplier;
- The beneficiary proves that they are already covered for one of the risks covered in this new contract
- The contract from which they wish to withdraw is not fully implemented;
- The beneficiary has not declared any claim covered by this contract.

In this scenario, the beneficiary may exercise the right to withdraw from this agreement by letter or other durable means addressed to the insurer of the new agreement, accompanied by a document proving that

they already have cover for one of the risks covered under the new agreement. The Insurer is required to reimburse you for the premium paid, within a timeframe of 30 days following the withdrawal.

'I, the undersigned Mr/Ms ... residing at ... withdraw from my agreement No. ... taken out with ..., in accordance with Article L. 112-10 of the French Insurance Code. I hereby certify that I have no knowledge of any claim involving cover under this agreement as of the date of sending this letter.'

#### Article 7.2 / PAYMENT OF THE PREMIUM

In the absence of payment before the start of the risk, the contract shall be considered null and void and shall not give rise to any compensation.

#### Article 7.3 / REPORTING OBLIGATIONS

The Underwriter agrees to send to each Insured, before taking out Assur Lodge insurance, a copy of the Information notice and IPID sheet and to invite the latter to take notice of the cover, the means of its entering into force and exclusions as well as the formalities required in the event of a claim.

The Underwriter agrees to respect the provisions of article L. 112-10 of the French Insurance Code, namely:

The Insured is requested to verify that they are not already benefitting from cover that is compensating one of the losses covered by the Assur Lodge insurance and to formalise this process.

The Insured is reminded of the conditions for withdrawing from the Assur Lodge insurance:

The Insured is informed of their ability to withdraw within a timeframe of 14 (fourteen) days and of the methods available. The Underwriter may suggest the following wording to the Insured:

'I, the undersigned Mr/Ms ..... residing at ..... withdraw from my agreement No..... taken out with..... in accordance with Article L. 112-10 of the French Insurance Code.

I hereby declare that I have no knowledge of any claim involving cover under this agreement as of the date of sending this letter.'

#### **Article 7.4 / WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?**

We cannot intervene when your requests for the provision of cover or services are the consequence of damages resulting from:

- epidemics and pandemics, as recognised by national and international health authorities;
- natural disasters and pollution disasters recognised as such by the competent authorities;
- consequences and/or events resulting from: civil war or foreign war, riots or popular movements, in accordance with article L. 121-8 of the French Insurance Code;
- consequences and/or events resulting from: a strike;
- consequences and/or events resulting from: an attack and an act of terrorism;
- consequences of the voluntary participation of the Subscriber and persons travelling with the Subscriber and insured under this agreement in a crime, offence, riot 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;

- improper use of medicinal products or use of drugs not prescribed medically, as confirmed by a competent medical authority;
- damage resulting from the use of alcohol by the Subscriber, characterised by the presence in the blood of a pure alcohol level equal to or higher than that established by the regulations of the country visited and governing motor traffic;
- accidents/damages and their consequences caused or provoked intentionally by the Subscriber;
- the practice of sports on a professional basis;
- participation in endurance or speed tests, on board any kind of motorised vehicle or craft on land, water or air;
- failure to comply with safety rules brought to the attention of the Subscriber and persons travelling with the Subscriber and insured under this contract as well as members of the Subscriber's family related to the practice of sports activities;
- consequences of a suicide or attempt at suicide of the Subscriber and the persons travelling with the Subscriber and insured under this contract as well as all members of the Subscriber's family;
- the absence of hazards;
- goods and/or activities insured when a prohibition to provide a contract or an insurance service is imposed on the insurer by virtue of the sanction, restriction or prohibition provided for in conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or 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 in conventions, laws or regulations, including those decided by the UN Security Council, Council of the European Union, or any other applicable national law. It is understood that this provision applies only where the insurance contract and the insured goods and/or activities fall within the scope of restrictive sanction decisions, total or partial embargo, or prohibition.

#### **Article 7.5 / HOW IS YOUR COMPENSATION CALCULATED?**

If compensation cannot be determined by mutual agreement, it is assessed by means of an amicable appraisal, subject to our respective rights.

Each party chooses its expert. If the above experts do not agree among themselves, a third expert is appointed by them and all three operate jointly and by a majority of votes.

If one of the parties fails to appoint an expert or the two experts fail to agree on the choice of a third expert, the appointment shall be made by the presiding judge of the regional court, acting as a referee. Each of the contracting parties shall bear the costs and fees of its expert and, where appropriate, half of those of the third.

#### **Article 7.6 / INCURRED SANCTIONS**

Any reluctance or intentionally false declaration, omission or inaccuracy regarding the circumstances of the risk known from the insured will be punishable in accordance with the provisions of articles L. 113-8 and L. 113-9 of the Code, namely:

A) even if it does not influence the claim, by the invalidity of the contract in the event of the Member or the Insured acting in bad faith;

B) depending on whether it is confirmed before or after the claim, when it is not established whether the Member or the Insured acted in bad faith, by the following consequences:

- before the claim, by an increase in contributions or termination of the contract,
- after the claim, by a reduction in the compensation of the claim proportionate to the contributions which would have been due if the risks had been accurately and completely declared. The fee taken as the basis of this reduction is, depending on the case, applicable either at the time of taking out the insurance contract or the day of aggravation of the risk or, if this cannot be determined, at the time of the last deadline prior to the claim.

#### **Article 7.7 / OTHER INSURANCE**

In accordance with the provisions of article L. 121-4 of the Code, if all or some of the risks covered by this contract are or become covered by another insurance policy, the insured must declare this immediately to the company by indicating the name of this insurer and the amounts insured. Where several insurance policies are taken out against the same risk in a harmful or

fraudulent manner, the sanctions provided for in article L. 121-3, paragraph 1 of the Code (invalidity of the contract and damages and interests) are applicable. Where the insurance policies are contracted without fraud, each of them is effective within the limits of the agreed cover and in compliance with the provisions of Article L. 121-1 of the French Insurance Code with the exception of the civil liability cover of this contract, which is only applicable if the Insured does not benefit from civil liability cover through another insurance contract during the validity period of this contract on the day of occurrence of the damaging event which is likely to incur financial consequences.

Within these limits, the beneficiary of the contract may obtain compensation for their damages by writing to the insurer of their choice.

#### **Article 7.8 / COMPLAINTS**

During the life of the contract, difficulties may arise. In addition, for any request or rectification regarding information concerning you or in the event of a dispute, you may first consult your usual contact.

If you are not satisfied with the response, you may contact the customer service department (49, rue de Miromesnil 75380 Paris Cedex 08, [www.areas.fr](http://www.areas.fr), telephone: 01 40 17 65 00) who will respond to you no later than two months following the date of receipt of your complaint. In the event you are persistently dissatisfied with the response given by the customer services department, if you are an individual, provided that no judicial action has been initiated against you, you have the possibility of contacting the Insurance Mediator (Médiation de l'Assurance) via letter to TSA 50110, 75441 Paris Cedex 09 or online at [www.mediation-assurance.org](http://www.mediation-assurance.org). The opinion of the insurance mediator does not bind the parties, who are free to accept or refuse the mediator's suggested solution and to contact the competent court.

#### **Article 7.9 / AUTHORITY RESPONSIBLE FOR MONITORING THE INSURANCE COMPANY**

The Authority in charge of monitoring the Insurance sector is the French Autorité de contrôle prudentiel et de résolution (Prudential Supervisory Authority), located at 4, place de Budapest, CS 92459, 75436 Paris Cedex 09.

#### **Article 7.10 / PERSONAL DATA PROTECTION**

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, in relation to Personal Data Protection (GDPR), we hereby inform you that the data received will be subject to automated processing by the Aréas Insurance team, the data controller for the transfer, management and execution of insurance contracts and for the purposes of market research and management. The data may be transferred to companies belonging to the Aréas group and their partners for the same purposes, including outside of the European Union. These data will be kept for the legally prescribed durations.

You have the right to access, rectify, oppose for a legitimate reason and erase data as well as the right to define the directives in relation to the preservation, erasure and communication of your personal data after your death. You also have the right to portability of your personal data. All of your rights must be exercised by contacting the Personal Data Protection Delegate at the following address: AREAS ASSURANCES - Service Conformité (Compliance Department) – DPO. 47 Rue de Miromesnil 75380 PARIS Cedex 08 or via the following email address: [dpo@areas.fr](mailto:dpo@areas.fr).

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

#### **Article 7.11 / CONSUMERS' RIGHT TO OPPOSE COLD CALLING**

If you do not wish to be subject to market research telephone calls, you can register for free to a cold calling opposition list.

These provisions are applicable to any consumer, that is to say any natural person who acts for purposes which are not within the scope of their commercial, industrial, artisanal or private practice.

#### **Article 7.12 / SUBROGATION**

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

In the event that subrogation can no longer be exercised in favour of the Insurer by the Subscriber, then the Insurer shall be relieved of its obligations to

the Subscriber insofar as they would be able to exercise subrogation.

#### **Article 7.13/ LIMITATION OF PROCEEDINGS DERIVING FROM THE INSURANCE CONTRACT**

The limitation period is the period beyond which no complaint will be considered.

Any action deriving from this contract is limited by two years as of the event it gave rise to.

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

'All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto.

However, said time limit shall run:

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 loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

When the insured's action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter has paid it compensation.

The limitation period shall be increased to ten years for life insurance contract when the beneficiary is not the policyholder and in insurance contracts covering personal injury when the beneficiaries are the deceased insured's assignees.

For life insurance contracts, notwithstanding the provisions of point 2, the actions of the beneficiary are limited to no later than thirty years as of the death of the insured.'

The limitation period may 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 shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the claim.'

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

‘Notwithstanding article 2254 of the French Civil Code, the parties to the insurance contract may not, even with mutual agreement, modify the duration of the time limit nor add to the reasons for suspension or interruption of it.’

The ordinary causes for interrupting the time limit as mentioned in article L. 114-2 are those provided for in articles 2240 to 2246 of the French Civil Code, indicated below:

Article 2240 of the French Civil Code: ‘The acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the period of prescription.’

Article 2241 of the French Civil Code: ‘Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the delay of foreclosure.

The same occurs when the demand is brought before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect.’

Article 2242 of the French Civil Code: ‘The interruption resulting from the judicial demand has continuous effect until the proceedings terminate.’

Article 2243 of the French Civil Code: ‘Interruption fails to occur if the plaintiff abandons his judicial demand or allows the proceedings to lapse, or if the demand is definitively rejected.’

Article 2244 of the French Civil Code: ‘The period of prescription or the period of foreclosure is also interrupted by a conservatory measure taken in application of the Code of Civil Enforcement Procedures or of an act of forced execution.’

Article 2245 of the French Civil Code: ‘The calling in of one solidary debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs.

But the calling in of one of the heirs of a solidary debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in the event of a hypothecary claim, if the obligation is divisible.

This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgement must be addressed to all these heirs.’

Article 2246 of the French Civil Code: ‘A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety.’

#### **Article 7.14 / JURISDICTION - APPLICABLE LAW**

Pre-contractual and contractual relations are governed by French law and mainly the French Insurance Code. Any legal action relating to this contract shall be subject to the exclusive jurisdiction of the French courts.

#### **Article 7.15 / LANGUAGE**

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

#### **Article 7.16 / PREVENTION OF MONEY LAUNDERING**

Anti-Money Laundering and the Financing of Terrorism In order to comply with its legal obligations, the Insurer implements supervisory procedures intended for the fight against money laundering and the financing of terrorism and the application of financial penalties.

#### **Article 7.17 / WHAT ARE THE LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE?**

The Assistance Provider cannot be held responsible for breaches of the assistance services due to force majeure or the following events: civil or foreign wars, notable political instability, popular movements, riots, acts of terrorism, retaliation, restrictions on the free passage of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or delays in the performance of services resulting from these causes.



When the insured person wants to make an insurance claim, they must:

- > **Notify Gritchen Affinity in writing of any losses that would invoke the insurance cover within five working days** (*brought forward to two working days in the event of theft*).

These timeframes will begin once the insured person discovers the loss that would entail the arrangement of cover.

**Once the timeframe has passed, the insured will be deprived of any right to compensation if the delay caused damage to the Company.**

- > **Automatically declare to Gritchen Affinity the cover subscribed on the same risk by other insurers.**

**Contract no. 102 92 73**

**FOR UP-TO-DATE AND QUICK MANAGEMENT  
OF YOUR INSURANCE CLAIMS**

Log in to the website:

**www.declare.fr**

*(Send your documents and follow-up on  
the status of your case at any time)*

Via email:

**sinistre@declare.fr**

**FOR THE TRADITIONAL MANAGEMENT  
OF YOUR INSURANCE CLAIMS**

By post:

**Gritchen Affinity**

**Service sinistre (Claims department)**

**27 rue Charles Durand - CS70139**

**18021 Bourges Cedex**



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Découvrez notre application smartphone **Safebooking®**,  
*Déclarez, suivez et complétez votre déclaration en temps réel...*



## 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.