

# Rental insurance

## Insurance product information document

Company: Mutuaide Assistance, certification N°4021137 - Insurance company licensed in France and governed by the French Insurance Code

Mutuaide

### Product: ASSURLODGE SHORT-TERM SEASONAL RENTALS

This document summarizes the main features of the product. It does not take into account your specific needs and requests. Full product information can be found in the pre-contractual and contractual documentation.

#### What type of insurance is it?

ASSURLODGE SHORT-TERM SEASONAL RENTALS is an insurance policy designed to cover Insured tenants and owners when renting a property from a rental organization for a stay.



#### What is insured?

Depending on the package and extensions purchased:

##### “TENANT” PACK

###### ✓ CANCELLATION

Up to €20,000 per case

###### ✓ THEME TRIP EXTENSION

Maximum compensation of 50% of the total cost of the trip

###### ✓ EXTENSION MODIFICATION COSTS

Maximum compensation of €20,000 per case

###### ✓ INTERRUPTED STAY

Maximum compensation of €20,000 per case  
- Including Business Interruption Extension, maximum €500/case, 1-day deductible

###### ✓ LATE ARRIVAL

Absolute deductible: 1 day  
Maximum 3 days refundable

###### ✓ SPA CLIENTS EXCLUSION PURCHASE EXTENSION

Purchase of exclusion and extension of cancellation/ interruption cover: Maximum compensation of €20,000 per case



#### What is not insured?

- ✗ Natural disasters, pollution, epidemics, pandemics,
- ✗ Restrictions on the free movement of people and goods, airport closures, border closures,
- ✗ Non-stabilized illnesses that have been diagnosed or treated in the 30 days prior to booking the stay,
- ✗ The absence of any hazard,
- ✗ Any event occurring between the date the holiday is booked and the date the policy is taken out,
- ✗ Administrative closures of spa establishments,
- ✗ Suicide or attempted suicide of the Insured and persons traveling with the Insured and insured under this contract, as well as members of the Insured's family,
- ✗ Strikes (unless otherwise stipulated in the CANCELLATION guarantee), attacks and acts of terrorism.



#### Are there any exclusions from the coverage?

- ! Civil or foreign wars, riots, popular movements,
- ! Voluntary participation by the Insured and persons traveling with the Insured and insured under this contract, in a crime, misdemeanor, brawl, riot, civil commotion, coup d'état, hostage-taking or strike, except in cases of self-defense,
- ! Damage resulting from the Insured's consumption of alcohol, characterized by the presence in the blood of a level of pure alcohol equal to or greater than that set by the regulations of the country visited and governing motor vehicle traffic,
- ! Misuse of medication or use of narcotics not medically prescribed, as determined by a competent medical authority;
- ! Accidents/damage intentionally caused or provoked by the Insured or with his/her complicity,
- ! Any intentional act on your part that may result in coverage under the policy.
- ! Robberies other than burglary or assault.



## Where am I covered?

The guarantees apply to:

- when the reserving Insured resides in a country of the European Union including Switzerland, the United Kingdom and Monaco for leased properties located worldwide (unless otherwise stipulated).
- when the reserving Insured resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco for leased properties located in a European Union country, Switzerland, the United Kingdom or Monaco.

**Excluded are countries listed by the French Ministry of Foreign Affairs as being in a state of civil or foreign war, notorious political instability, suffering reprisals, restrictions on the free movement of people and goods for any reason whatsoever, including health, security or meteorological reasons, countries suffering acts of terrorism, natural disasters or disintegration of atomic nuclei, as well as countries suffering any other case of force majeure.**



## What are my obligations?

### - When you take out the contract

The Insured must pay the premium.

The Insured must correctly answer the questions asked by the Insurer, in particular on the declaration form, to enable the Insurer to assess the risks covered.

### - In the event of a claim

The Insured must declare the claim as soon as he/she becomes aware of the loss and within the allotted time.

The Insured must provide the Insurer with all supporting documents required to implement the insurance cover provided for in the contract.



## How and when do I make payments?

The premium is payable on subscription to the contract, by any means of payment accepted by GRITCHEN AFFINITY.



## When does coverage begin and end?

### Start of cover

The "Cancellation", "Owner reimbursement" and "Unavailability of the reserved property" guarantees take effect on the day the present contract is taken out.

All other cover takes effect on the day of departure for the trip (place of meeting with the organizer on the outward journey).

### Right of renunciation

In accordance with article L112-10 of the French Insurance Code, the Insured who takes out an insurance contract for non-professional purposes, if he/she can prove previous cover for one of the risks covered by this new contract, may cancel this new contract, without cost or penalty, as long as it has not been fully executed or the Insured has not provided any guarantee, up to a maximum of thirty calendar days from the date of conclusion of the new contract.

### End of cover

"Cancellation", "Owner reimbursement" and "Unavailability of the reserved property" cover expire on the day of departure for the trip (place of meeting with the organizer on the outward journey).

All other benefits expire on the last day of the trip, with a maximum duration of 90 consecutive days.



## How can I cancel the contract?

Cancellation of the contract is not permitted.



## ASSURLODGE

Policy no. 9477

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### **SHORT-TERM HOLIDAY RENTALS**

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REF : LPS - ASL- pack L1  
Version 12/2023

## PRE-CONTRACTUAL INFORMATION LEAFLET

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 cover provided in this insurance policy.

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

Please note that membership of this insurance policy is optional and is not a condition for the purchase of any of the covered Benefits.

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

You have the right to cancel this policy within thirty days (calendar days) of its conclusion, free of charge 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 policy, this period only runs from the payment of all or part of the first premium.

The exercise of the right of cancellation is subject to the following four conditions:

- **You have taken out this policy for non-business purposes,**
- **This policy complements the purchase of a good or service sold by a supplier,**
- **The policy you wish to cancel has not been fully executed,**
- **You have not reported any claims covered by this policy.**

In this situation, you may exercise your right to cancel the policy by sending a letter or any other durable medium to the insurer. The insurer must reimburse you 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 conditions detailed above, please check the cancellation procedure stipulated in your policy.

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

#### Sample cancellation letter:

"I, the undersigned, ..... (Surname, First Name and Address), hereby cancel my membership no. .... Done on .....

In..... (Date and Place) at.....

In accordance with Article L. 112-10 of the French Insurance Code. I declare that, at the date this letter is sent, I have no knowledge of any claim involving any cover under the policy.

Signature .....

### Additional information:

The cancellation letter, a template for which is proposed to you above under the exercise of this right must be addressed to **GRITCHEN AFFINITY** by letter or any other durable medium:

*by post:*

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

*or by email:*

**souscriptions@gritchen-affinity.com**

If you exercise your right to cancel, **the Insurer is obliged to 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 to cancel when a claim involving the policy cover has occurred during the 30-day cancellation period.

## 1. POINTS OF ATTENTION

This policy is for anyone seeking 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 taking out the policy.

This information leaflet and the General Terms and Conditions applicable to your insurance cover will be sent to you before you join, and will then be sent to the address you have given us. 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. MEMBERSHIP

The Member's agreement to adhere to this Policy 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 (on the premises of a Rental Organisation).

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

- **The Member must have booked a Rental Property with a Rental Organisation for their Stay,**
- **The Property rented by the Member must not be rented for more than 90 consecutive days,**

When membership is taken out at the same time as the reservation for the rental of the rented Property, it takes effect on receipt of the confirmation without the application of a waiting period.

**However, for all Memberships 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 taking out the Policy. 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 substantiate 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)**
- ✓ Post: **Gritchen Affinity - Claims Department - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex**

## 4. COMPLAINTS PROCEDURE

A complaint is an oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your insurance cover, you can contact GRITCHEN AFFINITY by email: [reclamations@gritchen.fr](mailto:reclamations@gritchen.fr) or by post at:

**GRITCHEN AFFINITY - Claims Department**  
**27, rue Charles Durand**  
**CS 70139 - 18021 BOURGES CEDEX**

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our response must be sent to you in writing no later than two months after the complaint is sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Insurance Ombudsman on the following website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take your case to court.

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

# ASSURLODGE GENERAL TERMS AND CONDITIONS

## PREAMBLE

The **ASSURLODGE Policy** is an optional group insurance policy (hereinafter referred to as the "Policy") *taken out by:*

- ✓ **Gritchen Affinity**, société par actions simplifiée (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, with its registered office at 27 rue Charles Durand - 18000 Bourges - VAT no.: FR78529150542 - Insurance Brokerage Company with no exclusivity obligation (list of partner insurance companies available on request) subject to supervision by the ACPR, Autorité de Contrôle Prudentiel et de Résolution (Prudential Supervision and Resolution Authority), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 and registered with ORIAS (Organisation for the Register of Insurance Intermediaries) in the Insurance Broker category under no. 11061317 ([www.orias.fr](http://www.orias.fr)) - Professional Civil Liability and Financial Cover in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code - Subsidiary of GROUPE GRITCHEN ASSURANCES HOLDING, a simplified joint stock company with 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**").

*From:*

- ✓ **Mutuaide Assistance** - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA (limited company) with capital of €12,558,240 - Company governed by the French Insurance Code. MUTUAIDE Assistance is subject to supervision by the Autorité de Contrôle Prudentiel de Résolution - 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 - 383 974 086 Bobigny Trade and Companies Register - VAT FR 31 383 974 086.

**The Policy is managed by Gritchen Affinity for insurance cover:** Cancellation, Expenses for interruption of stay, Late arrival, Owner refund.

This document is contractual and sets out the "General Terms and Conditions" of the **ASSURLODGE Policy**.

## CONTRACTUAL DOCUMENTS

*This Insurance Policy is governed by:*

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

# TABLES OF COVER AMOUNTS

INSURANCE COVER - SUMMARY OF BENEFITS AND COVER	
NATURE OF COVER	CEILING OF COVER AND DEDUCTIBLES
A. COVER OF RENTER/INSURED	
<p><b>1/ CANCELLATION</b></p> <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 after-effects of a pre-existing accident diagnosed after the Policy is taken out.</li> </ul>	<p>Maximum compensation of €20,000 / case</p> <p>No Deductible</p>
<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 from business or private premises,</li> <li>• Complications due to pregnancy</li> <li>• Vaccination contraindication or medical impossibility to follow a preventive treatment necessary for the destination,</li> <li>• Redundancy,</li> <li>• Summons to appear before a court, only in the following cases: Juror or witness at Assizes, Appointment as expert,</li> <li>• Summons to adopt a child,</li> <li>• Summons to a make-up exam,</li> <li>• Professional transfer,</li> <li>• Summons for an organ transplant,</li> <li>• Serious damage to the Renter's/Insured's vehicle,</li> <li>• Inability of the Renter/Insured to reach the place of Stay by any means of transport,</li> <li>• Refusal of a tourist visa by the local authorities,</li> </ul>	<p>Deductible of 3% of the amount of the claim</p> <p>With a minimum Deductible of €30 / case</p>
<ul style="list-style-type: none"> <li>• Getting a job,</li> <li>• Divorce or breakdown of a PACS (civil partnership),</li> <li>• Theft of the Renter's identity card, driving licence or passport,</li> <li>• Cancellation of or change in the dates of your or your spouse's paid holidays imposed by your/their employer.</li> </ul>	<p>Deductible of 20% of the amount of the claim with a minimum deductible of €70 / case</p>
<p>▪ <b>1A / THEMED TRIP EXTENSION</b></p> <p>In the event of illness or accident of the Insured, preventing them from taking part in the activity for which they had registered and which was the main purpose of the themed trip.</p> <p>Reimbursement of themed services if the Insured decides to go on the trip.</p>	<p>Maximum compensation of 50% of the total cost of the trip</p> <p>No Deductible</p>
<p>▪ <b>1B / CHANGE FEES EXTENSION</b></p> <p>Reimbursement of change fees incurred as a result of postponing the dates of the Stay following a reason listed in the cover "1/ Cancellation".</p>	<p>Maximum compensation of €20,000 / case</p> <p>No Deductible</p>

<p><b>2/ INTERRUPTION OF STAY</b>  Reimbursement of unused rental services if you are obliged to leave and return the Rented Property.  - Of which business interruption extension</p>	<p>Maximum compensation of €20,000 / case   Maximum €500 / case  One-day deductible</p>
<p><b>3/ LATE ARRIVAL</b>  Late arrival by more than 24 hours</p>	<p>Fixed deductible: 1 day  Maximum 3 days refundable</p>
<p><b>4/ SPA TREATMENT EXCLUSION REDEMPTION EXTENSION</b>  <i>Only if the extension was taken out at the time of subscription and mentioned on the insurance certificate</i>   Redemption of exclusion and extension of cancellation/interruption cover</p>	<p>Maximum compensation of €20,000 / case</p>

## INSURANCE COVER

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### A. RENTER 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 for whom the name of the main Booking Holder and the 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 THE COVER

We guarantee reimbursement to the Renter/Insured of the cancellation fees invoiced by the Rental Organisation or the Owner of the Rented Property for their Stay in application of its General Terms and Conditions of Sale when this cancellation, notified in writing **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 completing 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 after-effects of an accident that occurred prior to taking out the Policy 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 ascendants or descendants up to the 2<sup>nd</sup> degree,
  - ✓ 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 living under your roof, the person who accompanies you during your Stay named and insured under this Policy, **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 responsible during your Stay for looking after your minor children, or a disabled person for whom you are the legal guardian living 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 bodily harm not intentionally 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 treatment 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 their own means.
- **Unplanned hospitalisation for more than 48 consecutive hours or death of an uncle, aunt, nephew or niece** of the Insured or their Spouse that is **unforeseeable** on the date the Stay is booked, requiring the Insured or their 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 taking part in the Stay and insured under this Policy:
  - ✓ 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 state of pregnancy, provided that the Insured was not aware of her condition when she booked the Stay.
- **Vaccination contraindication or medical impossibility of following a preventive treatment required at the location of the insured Stay, concerning** one of the persons taking part in the Stay and insured under this Policy, provided that the contraindication or medical impossibility is unknown at the time of taking out the Policy and is beyond the control of the participant concerned.

**It is up to you to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our medical adviser, if the information provided does not prove the materiality of the facts.**

- **Serious material damage due to fire, explosion, water damage or damage caused by the forces of nature**, affecting more than 25% of your business or private premises of which you are the owner, tenant or occupant free of charge and requiring your presence on the day of the start of the insured Stay in order to take the necessary precautionary measures.
- **Redundancy** of the Insured, provided that the procedure was not initiated prior to taking out the Policy and that the Insured was not aware of the procedure at the time of taking out the Policy.
- **Summons to appear before a court** that cannot be postponed and requires the presence of the Insured, only in the following cases: **Jury or witness at Assizes, Appointment 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 Policy is taken out.
- **Summons to adopt 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 Policy is taken out-
- **Summons to a make-up examination for higher education only**, which cannot be postponed, following a failure unknown at the time of booking or taking out the Policy, and provided that the said examination takes place during the insured Stay.
- You, your Spouse or one of your ascendants or descendants to the 1<sup>st</sup> degree are **summoned for an organ transplant** that cannot be postponed, provided that the date of the summons is not known at the time the Policy is taken out and that the date of the summons coincides with the period of the insured Stay.

- **Theft from your business or private premises** (of which you are the owner, tenant or occupant free of charge) occurring in the 48 hours preceding the 1<sup>st</sup> 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 complaint must be lodged with the authorities within 48 hours of the theft being detected.
- **Serious damage to your vehicle occurring in the 48 working hours** prior to the 1st day of the Stay, or on the way from your home to the place of the Stay, provided that the vehicle is immobilised and cannot be used to get to the place of the Stay.
- **Impossibility of reaching the place of the Stay** on the start day of the Stay and in the 48 hours that follow, due to:
  - ✓ roadblocks decreed by the State or a local authority,
  - ✓ strikes,
  - ✓ natural event, preventing traffic, certified 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.).
- **Obtaining a salaried job for a period of more than 6 consecutive months** taking effect before and during the planned dates of the Stay, while you were registered as a job seeker with Pôle Emploi (the job centre) on the day you booked your Stay and provided that this is not a case of contract extension or renewal or a change in the type of employment contract, or an assignment provided by a temporary employment agency.
- **Your divorce (legal break-up of a 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 was made within the required timeframe, and provided that no application had previously been made and refused by these authorities for this same country. The documentary proof issued by the embassy will be required. In the absence of a response from the authorities of the country chosen for the Stay with a view to issuing a tourist visa, cover is not acquired.
- **Blatant theft of your identity card, driving licence or passport in the 5 working days** prior to the 1<sup>st</sup> 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 complaint must be lodged with the authorities within 48 hours of the theft being detected.
- **Cancellation or change of the dates of your paid leave or that of your spouse imposed by your/their 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 does not apply to company directors, legal representatives of a company, the liberal professions, the self-employed, craftsmen and entertainers. 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 Policy was taken out. This cover is granted to salaried employees, **with the exception of members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers, as well as all transfers following a request made by the Insured.**

#### Article 1.1

##### A) THEMED TRIP EXTENSION:

By extension, in the case of themed activities booked and paid for with the rental by the Reservation Operator, 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 guarantee reimbursement of the amount of the themed services booked and paid for with the rental, invoiced by the Rental Organisation or the Owner of the Rented 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 Organisation or the Owner of the Rented Property.

#### Article 1.1

##### B) CHANGE FEES EXTENSION:

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

The "Cancellation" and "Change Fees Extension" cover cannot be combined.

In the case of rental accommodation, "Cancellation" cover is granted on condition that the rental is fully vacated.

#### Article 1.2

##### COMMENCEMENT AND DURATION OF COVER

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

**However, for all insurance taken out after the date of purchase and up to 48 hours after booking the Stay, a waiting period of 4 days, during which the cancellation cover cannot take effect, shall apply from the date of taking out the Policy and the cover shall 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 cover amounts following cancellation of the Stay.

In all cases, compensation may not exceed the amount of the insured rental shown 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.

##### Please note:

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

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

*All cancellations for reasons other than the events listed in Article 1.1 "NATURE AND SCOPE OF THE 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 OUR COVER?" set out in the General Provisions of the cover provided by MUTUAIDE, cancellations are not covered when they result from:*

- Illnesses or accidents that are first diagnosed, treated, relapsed, aggravated or hospitalised between the date on which the trip is booked and the date on which this Policy is taken out.*
- Bodily Injury that has occurred or has given rise to a surgical procedure, rehabilitation, additional examination or a change in treatment during the thirty (30) days prior to booking 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 Insured, if this occurs more than one (1) month before the 1st day of the insured Stay;*
- A cosmetic treatment, a 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 is 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 Travel 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 the present cover, indicated in Article 1.1 "NATURE AND SCOPE OF THE 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 cards, driving licences or passports when they have been entrusted to someone.*

## 2. INTERRUPTION OF STAY

### Article 2.1

#### NATURE AND SCOPE OF THE COVER

If you have to interrupt the Stay covered by this policy, we undertake to reimburse any unused rental services as well as any costs incurred for cleaning the accommodation, for which you may not demand reimbursement, replacement or compensation from the 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 Injury or death of:**
  - ✓ yourself, your Spouse, your ascendants or descendants up to the 2<sup>nd</sup> degree,
  - ✓ 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 living under your roof, the person accompanying you during your Stay named and insured under this Policy 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 responsible during your Stay for looking after your minor children, or a disabled person for whom you are the legal guardian living under the same roof as you, whether or not you are the legal guardian.
- **Serious material damage due to fire, explosion, water damage or damage caused by the forces of nature,** affecting more than 25% of your professional or private premises of which you are the owner, tenant or occupant free of charge and which require your presence during the period of your Stay in order to take the necessary protective measures.
- **Theft from your business or private premises** (of which you are the owner, tenant or occupant free of charge), provided that the extent of the theft requires your presence during the Stay to carry out the necessary protective measures. A complaint must be lodged with the authorities within 48 hours of the theft being detected.

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

It is up to you to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our medical adviser, if the information provided does not prove the materiality of the facts.

## SPORTS INTERRUPTION EXTENSION:

By extension, in the case of sports activities booked and paid for with the hire by the Insured, **we will reimburse the Insured on a pro rata basis for the cost of non-refundable sports activity packages** (ski lift passes, ski lessons, hire 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 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 Provider.

### Article 2.2

#### DEDUCTIBLE

In all cases, the Insurer will pay the Insured less a Deductible, the amount of which is specified in the table of cover amounts.

### Article 2.3

#### LIMIT OF COVER

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

*All interruptions for reasons other than the events listed in Article 2.1 "Nature and scope of the cover" are excluded from this cover.*

### Article 2.4

#### COMMENCEMENT AND DURATION OF COVER

The cover takes effect when the **keys to the Rented Property are handed over to the Renter/Insured** and expires when the keys are returned to the Owner or the holiday rental organisation representing them.

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 2.5

#### EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?" in the General Provisions of the cover provided by MUTUAIDE, interruptions are not covered when they result from:

- *Illnesses or accidents that are first diagnosed, treated, relapsed, aggravated or hospitalised between the date on which the Stay is booked and the date on which this policy is taken out;*
- *Any event occurring between the date the trip is booked and the date the policy is taken out;*
- *The death of any person who is not Insured, if this occurs more than one (1) month before the 1st day of the insured Stay;*
- *A cosmetic treatment, a 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 recognised necessity.*

## 3. LATE ARRIVAL

### Article 3.1

#### NATURE AND SCOPE OF THE 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 pro rata temporis** for benefits already paid but not used, up to the limits indicated in the table of cover amounts.

Under no circumstances **may the amount 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 the Stay.

#### Article 3.2

##### DEDUCTIBLE

In all cases, the Insurer **will compensate the Insured** subject to deduction of a Deductible specified in the table of cover amounts.

#### Article 3.3

##### LIMIT OF COVER

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

#### Article 3.4

##### EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?" in the General Provisions of the cover provided by MUTUAIDE, late arrivals will not be covered when they result from:

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

## 4. SPA TREATMENT EXCLUSION REDEMPTION EXTENSION

*Only if the extension was taken out at the time of signing up and mentioned on the membership certificate.*

**Notwithstanding the exclusions provided for in Article 1.4 and Article 2.5 of this section,** cancellation and interruption cover is available to spa treatment Booking Holders 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 treatment, preventing the treatment which was the main theme of the Stay for which they had registered.

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

## GENERAL TERMS AND CONDITIONS OF INSURANCE COVER

### General definitions

The following definitions apply **to all insurance cover provided by MUTUAIDE**, unless otherwise specifically defined.

**Serious Bodily Injury:** Any bodily harm not intentionally 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 their own means.

**Member:** A natural person who has taken out the Insurance Policy for their Stay booking and has paid the corresponding insurance premium.

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

**Insured(s)/Renter(s):** Natural person(s) duly insured under this Policy, 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 Policy, also referred to as the "Booking Holder(s)".

**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 they offer to rent to tourists through a Rental Organisation or directly.

**Insurer:** MUTUAIDE ASSISTANCE - 126, rue de la Piazza - CS 20010 - 93196 Noisy le Grand CEDEX. SA with capital of €12,558,240 - Company governed by the French Insurance Code, hereinafter referred to as "we"/"us".

**Attack/Acts of Terrorism:** An attack is any act of violence, constituting a criminal or illegal attack, against persons and/or property, in the country in which you are staying, with the aim of seriously disturbing public order. This "attack" is to be recorded by the French Ministry of Foreign Affairs

**Entitled Person:** 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 Policy, the Insured's Spouse, failing that the Insured's children, failing that the Insured's heirs, are exclusively covered.

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

- ✓ the Rented Property must be accommodation in a building (a house or flat with a fixed and permanent location) or a docked boat,
- ✓ the Rented Property must not be company accommodation,
- ✓ the rental of the Rented 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 Policy.

**Spouse:** The Insured's spouse or common-law partner, whether of the opposite sex or the same sex, living under the same roof.

**Rental Contract:** Contract concluded between the Owner or the Rental Organisation and the Booking Holder to make the Rented Property available for private use (for a period not exceeding 90 days). The Rental Contract must provide the following information: address of the rental, description of the accommodation, 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 arrival.

**Forfeiture:** 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 dependants if you incur it as a result of failure to comply with your obligations following a claim.

**Domicile:** 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.

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

**Consequential Immaterial Damage:** All damage other than bodily injury or material 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 a property, or the loss of profit resulting from bodily injury or material damage covered.

**Duration of Cover:** Cover is acquired by the Insured for a period defined in the Specific Terms and Conditions of the Policy 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.

(Covered) **Event:** Any event leading to harmful consequences, likely to trigger one or more of the elements of cover in the Policy.

**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.

**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.

(**Holiday**) **Rental:** A stay of less than 90 consecutive days in the premises of the Rented 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, ascendants or descendants up to the 2nd degree, 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 contraindicating 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 with regard to a property or an event, resulting in foreseeable damage (or loss) to themselves, to another Insured or to a third party, which could have been avoided in the situation in question.

**Rental Organisation: Holiday Rental Professional,** through whom the insured Stay was booked (also referred to as the "Provider"), and duly authorised by the Policyholder to distribute the ASSURLODGE Policy.

(**Insured**) **Stay:** Insured Stay means any holiday Rental of a Rented 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.

**Subscriber:** Appoints Gritchen Affinity on behalf of Members and undertakes to pay the fees.

**Claim:** Event likely to result in the application of cover to the Policy.

**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*).

**Territoriality:**



Cover applies:

- ✓ When the Insured Booking Holder resides in a country of the European Union including Switzerland, the United Kingdom and Monaco for rented properties 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.
- ✓ When the Insured Booking Holder resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco for rented properties 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, material damage or consequential immaterial damage caused by another Insured (Insureds are considered to be third parties). Any natural or legal person, excluding the Policyholder, the Insured, members of their family, persons accompanying them and their agents.

**Blatant 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.

**Burglary:** 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:

- Of real estate or personal property,
- Of 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 the Premium:** If the Member fails to pay the premium when taking out this Policy, the Policy will be considered null and void and will not give rise to any compensation.

## WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?

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;*
- *an unstabilised 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 L121-8 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 Policy, 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, 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 their complicity;*
- *playing 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 Policy, as well as members of the Insured's family, in connection with engaging in 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 Policy, as well as members of the Insured's family;*
- *the absence of a hazard;*
- *property and/or insured activities where the insurer is prohibited from providing an insurance policy or service as a result of a sanction, restriction or prohibition provided for by conventions, 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 conventions, 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 policy, 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 Organisation 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 or any other service provider involved in the Stay may be held responsible;*
- *Default of any kind, including financial default, on the part of the Transport Company, making it impossible 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 Policy is taken out;*
- *payment of fines;*
- *the Insured's participation in a bet;*
- *the storage, transport and use of fireworks whose use is regulated;*
- *blatant theft other than burglary or assault;*
- *thefts for which the police report does not mention one of the categories of blatant theft specified in the insurance policy (burglary or assault);*
- *administrative closures of spa establishments.*

*The Policy also excludes the consequences of:*

- *infectious risk situations in an epidemic context which are subject to quarantine, preventive measures, specific surveillance or recommendations from international or local health authorities.*
- *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,*

*In addition to these general exclusions, there are specific exclusions that apply to each element of cover under the Policy.*

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

### FOR INSURANCE COVER:

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

When insurance cover is invoked, 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 deadlines run from the **moment the insured becomes aware of the loss or damage** likely to trigger cover.

After this period, the Insured shall forfeit any right to compensation if the delay has caused harm to the Insurer. 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 forfeiture of any right to reimbursement.

## A. INSURED RENTER COVER

### CANCELLATION / INTERRUPTION OF STAY

Your declaration must be accompanied by:

- **In all cases:**
  - your policy reference,
  - a copy of the Rental Contract indicating precisely the identity of the Booking Holders, 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 holder 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 Organisation, 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.**
- **In the case of a medical reason, you must provide us with the documents and medical information required to investigate your claim using the pre-printed envelope bearing the name of the medical adviser that we will send you on receipt of the claim form, together with the medical questionnaire to be completed by your doctor.**

If you do not have these documents or information, you must obtain them from your doctor and send them to us using the pre-printed envelope referred to above.

You must also send us, using the envelope pre-printed with the name of the medical officer, 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 Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances.

In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as any witnesses.

**Furthermore, it is hereby expressly agreed that you accept in advance the principle of an examination by our medical officer. If you object without a legitimate reason, you will lose your cover rights.**

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

### LATE ARRIVAL

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

## HOW DO I REPORT A CLAIM?

When the **INSURANCE COVER** is invoked, the Insured must:

- **Notify Gritchen Affinity in writing** of any claim that is likely to entail cover within five working days (reduced to two working days in the event of theft). These deadlines run from the moment the Insured becomes aware of the loss that is likely to trigger cover. After this period, the Insured shall forfeit any right to compensation if the delay has caused harm to the Insurer.
- **Voluntarily declare to Gritchen Affinity** any cover taken out for the same risk with other insurers.

<p><b>FOR FAST, MODERN MANAGEMENT OF YOUR INSURANCE CLAIMS</b></p> <p><i>Log on to the website:</i> <a href="http://www.declare.fr">www.declare.fr</a></p> <p><i>(Submit your supporting documents and track the status of your case at all times)</i></p> <p><i>By email:</i> <a href="mailto:sinistre@declare.fr">sinistre@declare.fr</a></p>	<p><b>FOR TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS</b></p> <p><i>By post:</i> <b>Gritchen Affinity Claims Department 27 rue Charles Durand - CS70139 18021 Bourges Cedex</b></p>
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## COMPLAINTS

A complaint is an oral or written expression of dissatisfaction with a professional. A request for a service, information or advice is not a complaint.

If you have any complaints about your insurance cover, you can contact GRITCHEN AFFINITY by email: [reclamations@gritchen.fr](mailto:reclamations@gritchen.fr) or by post at:

**GRITCHEN AFFINITY - Complaints Department  
27, rue Charles Durand  
CS 70139 - 18021 BOURGES CEDEX**

In the event of a written complaint, we will acknowledge receipt within a maximum of 10 working days from the date of dispatch.

Our response must be sent to you in writing no later than two months after the complaint is sent.

If you are not satisfied with this response, or if you have not received a response within two months, you have the right to refer the matter to the Insurance Ombudsman on the following website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to your right to take your case to court.

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

## DATA COLLECTION

The Insured hereby acknowledges being informed that the Insurer processes their personal data in accordance with regulations relating to the protection of personal data in effect and that, moreover:

- answers to the questions asked are obligatory 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 the signing and performance of their policy and cover, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- The data collected and processed is kept for the time required to fulfil the policy or legal obligation. This data is then archived in accordance with the timeframes specified by the provisions relating to time limits.
- The recipients of the data concerning them are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Policy and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

This data can also be sent, where necessary, to professional bodies as well as to all persons involved in the policy such

as lawyers, experts, court officials and ministerial officers, trustees, guardians or investigators.

Information concerning the Insured may also be transmitted to the Underwriter, as well as to all persons accredited as Authorised Third Parties (courts, arbitrators, mediators, relevant ministries, supervisory and regulatory authorities and all public bodies authorised to receive them, as well as departments in charge of checks such as statutory auditors, auditors and departments in charge of internal checks).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising principally from the Monetary and Financial Code with regard to the fight against money laundering and the financing of terrorism and, in this respect, implements a process for monitoring policies which may lead to the drafting of a declaration of suspicion or an asset freeze measure.

Data and documents concerning the Insured are kept for a period of five (5) years from the end of the policy or termination of the relationship.

- Their personal data may also be used to combat insurance fraud, which may lead to their inclusion on a list of people at risk of fraud.

This registration could have the effect of extending verification of the Insured's claim, or even the reduction or refusal of the benefit of a right, benefit, policy or service offered.

In this context, personal data concerning the Insured (or concerning persons or parties with an interest in the policy) may be processed by any authorised person working within the entities of the Insurer Group in the context of the combatting fraud. This data may also be intended for authorised personnel of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, court officials, ministerial officers; third party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data are kept for a maximum of six (6) months to qualify the alert and then deleted, unless the alert appears to be meaningful. In the event of a meaningful alert, the data are kept for up to five (5) years from when the fraud file is closed, or until the end of the legal proceedings and the applicable limitation periods.

The data of people registered on a list of suspected frauds are deleted after five years from being registered on this list.

- In its capacity as Insurer, it is authorised to process data relating to offences, convictions and security measures either when the policy is taken out, during its performance or in the context of managing disputes.
- Personal data may also be used by the Insurer as part of the processing that it implements and whose purpose is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- Personal data concerning them may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- By providing proof of identity, the Insured has the right to access, rectify, delete and object to the data processed. The Insured also has the right to ask to limit the use of their data when no longer necessary, or to recover, in a structured format, the data that they provided when necessary for the policy or when they consented to the use of those data.

The Insured has the right to provide instructions on what should be done with their personal data upon their death. These instructions, whether general or specific, concern the storage, removal and communication of the Insured's data after their death.

These rights can be exercised with the Data Protection Representative for the Protection of the Insured's Data:

*By email:*

[DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)

OR

*or by post:*

**Data Protection Representative  
MUTUAIDE ASSISTANCE  
126, rue de la Piazza**

**CS 20010**  
**93196 Noisy le Grand CEDEX**

After making a request to the Data Protection Representative and receiving no response, they may refer the matter to the CNIL (Commission Nationale de l'Informatique et des Libertés (National Commission on Informatics and Liberty)).

**SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Beneficiary, against any person responsible for the events which motivated its intervention. When the benefits provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the beneficiary against this company or institution.

**TIME LIMITS**

In application of Article L 114-1 of the French Insurance Code, actions resulting from this policy must be brought within two years of the event giving rise to it. That period is extended to ten years for death cover, when beneficiaries must act within a maximum of thirty years after that event.

However, this time limit only runs:

- in the event of reluctance, omission, false or inaccurate statement on the risk incurred, from the day that the Insurer became aware of it;
- in the event of a loss, from the day that the concerned parties became aware of it, provided they can demonstrate that they were unaware of it 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.

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

- recognition by the debtor of the right of the party against whom the time limit was reached (Article 2240 of the French Civil Code);
- legal action, even in summary proceedings, until termination of the proceedings. The same applies when the claim is brought before a court that lacks jurisdiction or when the act of bringing the claim before the court is annulled due to a procedural defect (Articles 2241 and 2242 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 2243 of the French Civil Code);
- a protective measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (Article 2244 of the French Civil Code).

You are reminded that:

Notification made to one of the joint debtors in respect of legal proceedings or an act of forced execution, or recognition 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 recognition of this heir does not interrupt the time limit with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or recognition only interrupts the time limit in respect of the other co-debtors, for the part owed by that heir.

To interrupt the time limit 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 2245 of the French Civil Code).

Notification made to the principal debtor or their acknowledgment shall interrupt the time limit against the guarantor (Article 2246 of the French Civil Code).

The time frames can also be interrupted by:

- the appointment of an expert following a claim;
- sending a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured in respect of the action for payment of the premium, and sent by the Insured to the Insurer in respect of the settlement of the claim)

#### **SETTLEMENT OF DISPUTES**

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

#### **FALSE DECLARATIONS**

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

- Any reluctance or intentionally false declaration on your part will render the policy null and void. We shall retain any premiums paid and we shall be entitled to demand payment of any premiums due, as provided for in Article L 113.8 of the French Insurance Code.
- Any omission or inaccurate declaration by you for which bad faith is not established will result in the termination of the policy ten days after the notification is sent to you by registered letter and/or the application of the reduction in indemnities of the French Insurance Code, as set out in Article L 113.9.

#### **REGULATORY AUTHORITY**

The authority responsible for supervising MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9.