

Travel Insurance

Insurance product information document

Company: AREAS Dommages Siren no.: 775 670 466

A fixed-contribution mutual insurance company incorporated in France and governed by the French Insurance Code.

Product : "Multi-risk »



This information document provides a summary of the main guarantees and exclusions of the product. It does not take into account your specific needs and requests. Full details of this product can be found in the pre-contractual and contractual documentation.

What type of insurance is it?

The purpose of the "Multirisque " policy is to provide the Insured with insurance cover for seasonal leisure rentals only, for which the dates, destination and cost appear on the invoice issued to the policyholder by the service provider, and for which the duration does not exceed 90 consecutive days.



What is insured?

✓ **Cancellation of stay:** reimbursement of deposits or any sums retained by the service provider in the event of complete cancellation of the rental due to :

- Illness, accident or death,
- Other cancellation clauses.

✓ **Trip interruption costs:** reimbursement of unused ground services for early return.



What is not insured?

- ✗ illness requiring psychological or psychotherapeutic treatment, including nervous breakdowns not requiring hospitalisation for at least 3 days at the time of cancellation of the trip;
- ✗ Complications due to pregnancy occurring after the 6th month of pregnancy and in all cases, pregnancy, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences
- ✗ illness or accident first diagnosed, relapsed, aggravated or hospitalised between the date of purchase of the trip and the date on which the insurance contract is taken out;
- ✗ strikes and actions by the organiser's employees, travel and/or of the member, and/or having begun before the effective date of the contract or for which a notice, made public, had been filed before this date ;
- ✗ default of any kind, including financial default, on the part of the organiser of your trip or the carrier, making it impossible to fulfil its contractual obligations.



Are there any exclusions to cover?

Main policy exclusions

- ! Epidemics, natural disasters and pollution;
 - ! Consequences of and/or events resulting from: civil war or foreign war, riots, civil commotion, civil commotion, civil commotion, civil commotion, strikes, attacks and acts of terrorism,
 - ! The consequences of the voluntary participation of the Member is involved in a crime, misdemeanour, riot or strike, except in cases of legitimate self-defence
 - ! Misuse of medication or use of narcotics not prescribed by a doctor, and damage resulting from the Member's consumption of alcohol.
 - ! Accidents/damage and their consequences caused or deliberately provoked by the Member and the Member's family.
- persons travelling with the Member
- ! Professional sport;
 - ! The absence of hazards ! Civil or foreign wars, riots or civil commotion,

The contract also contains certain restrictions. The insured may be required to pay a sum specified in the contract (excess).



Where am I covered?

Cover applies worldwide.



What are my obligations?

Failure to do so will invalidate the insurance contract or render the cover null and void:

- When you take out the contract
 - Pay the premium indicated in the contract.
- In the event of a claim
 - Transmit the necessary documents in the event of a claim.



When and how do I make payments?

- Premiums are payable in accordance with the terms and conditions specified at the time of enrolment and in the General and Special Provisions



When does the cover begin and when does it end?

- The period of validity of all cover corresponds to the travel dates indicated on the invoice issued by the service provider, with a maximum duration of 90 consecutive days,
- Trip Cancellation cover takes effect on the day the policy is taken out and expires on the day of departure,
- Other insurance cover and assistance services take effect on the day of departure and expire on the day of return from the trip



How can I cancel the contract?

- Members have the right to withdraw from their membership if the membership was purchased more than 30 days before the departure date and if the period of cover is more than one month, with immediate effect from the date of notification of withdrawal. In this case, you may withdraw within 14 days of the start date of the membership.
- The contract ends on its expiry date without tacit renewal and does not require any particular steps to be taken to terminate it.



ASSURLODGE

Contract no. 102 92 73

SHORT-TERM HOLIDAY RENTALS

REF: 20 - ASL- pack LP1
Version 05/2023

PRE-CONTRACTUAL NOTIFICATION

Dear customer,

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

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

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

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

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

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

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

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

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

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

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

Sample letter of cancellation:

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

Additional information:

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

by letter:

GRITCHEN AFFINITY - Subscription service
27 rue Charles Durand 18000 BOURGES

or by email:

souscriptions@gritchen-affinity.com

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

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

1. POINTS OF ATTENTION

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

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

2. SUBSCRIPTION

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

The conditions of eligibility for subscription are as follows:

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

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

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

3. USEFUL INFORMATION IN THE EVENT OF A CLAIM

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

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

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

4. COMPLAINT PROCEDURE

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

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

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

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

- By electronic means:

www.mediation-assurance.org

- By post to the following address:

Médiation de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.

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

ASSURLODGE GENERAL TERMS AND CONDITIONS

PREAMBLE

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

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

With:

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

AREAS has subscribed assistance cover with:

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

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

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

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

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

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

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

CONTRACTUAL DOCUMENTS

This insurance contract is governed by:

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

POLICY SCHEDULE

INSURANCE COVER - SUMMARY OF BENEFITS AND COVERAGE (SECTION I)	
TYPE OF COVER	COVER LIMITS AND DEDUCTIBLES
A. RENTER/INSURER COVER	
1/ CANCELLATION <ul style="list-style-type: none">• Serious illness, serious bodily injury or death, including aggravation of a chronic or pre-existing illness, as well as the consequences or complications of a pre-existing accident diagnosed after the Policy has been taken out.	Maximum compensation of €20,000/case No deductible
<ul style="list-style-type: none">• Death and/or hospitalisation of your uncle, aunt, nephews or nieces,• Serious damage caused by fire, explosion, water damage or the forces of nature,• Theft in professional or private premises,• Complications due to pregnancy,• Contraindication to vaccination or medical impossibility to follow a preventive treatment necessary for the destination,• Redundancy,• Summons before a court, only in the following cases: Juror or witness at a criminal trial, Appointed as an expert,• Notification for the adoption of a child,• Notification to retake an exam,• Professional transfer,• Notice for an organ transplant,• Theft in professional or private premises,• Serious damage to the Renter's/Insured's vehicle,• Inability of the Renter/Insured Party to reach the place of Stay by any means of transport,• Refusal of a tourist visa by the local authorities,	Deductible of 3% of the amount of the claim With a minimum deductible of €30/case
<ul style="list-style-type: none">• Getting a job,• Divorce or separation of a civil partnership,• Theft of the Renter's identity card, driver's licence or passport,• Cancelling or changing dates of your or your spouse's paid holiday leave imposed by your employer.	Deductible of 20% of the amount of the claim with a minimum deductible of €70/case
2/ CANCELLATION OF STAY <p>Reimbursement of unused rental services if you are forced to leave and return the Rental Property - including Business cancellation extension</p>	Maximum compensation of €20,000/case Maximum €500/case One-day deductible

<p>3/ EXTENSION OF HEALTH CURE EXCLUSION BUY-BACK <i>Only if the extension was taken out at the time of subscription and mentioned on the insurance certificate</i></p> <p>Buy-back of exclusion and extension of cancellation cover</p>	<p>Maximum compensation of €20,000/case</p>
<p>B. OWNER/INSURED COVERS</p>	
<p>1/ OWNER REIMBURSEMENT</p> <p>Cancellation by the Booking Party:</p> <ul style="list-style-type: none"> - Refund of the balance due in the event of cancellation by the Booking Party <p>Re-letting compensation:</p> <ul style="list-style-type: none"> - Partial re-letting of a cancelled Stay - Total re-letting of a cancelled Stay - Re-letting due to damage to the Rental Property 	<p>Maximum €15,000, up to 75% of the Rental amount. For Health cures Stay/10% deductible of the balance due.</p> <p>50% of the re-letting 30% of the balance 25% of the initial rental</p>

SECTION I

INSURANCE COVER PROVIDED BY AREAS

A. RENTER'S COVER

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

1. CANCELLATION

Article 1.1

NATURE AND SCOPE OF COVER

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

Covered events:

- **Death, serious bodily injury or serious illness preventing the Stay from taking place**, including relapse, aggravation of a chronic or pre-existing illness, as well as the consequences or complications of an accident that occurred prior to taking out the Contract and that could not have been foreseen on the date the Stay was booked (it being understood that the date of the first medical observation of the aggravation, development or relapse will be taken into account for the calculation of the reimbursement):
 - ✓ yourself, your spouse, your 2nd ascendants or descendants,
 - ✓ your fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually residing under your roof, and the person who accompanying you during your Stay mentioned and insured under this Contract, **provided that your presence at their bedside**

is necessary at the time of the dates of your Stay and provided that the death, serious illness or serious Accident occurs within the 30 days prior to the start of the Stay,

- ✓ your professional replacement only if a replacement agreement has been signed and regularised before the date on which the Stay is booked, as well as the person in charge of caring for your minor children during your Stay, or a disabled person for whom you are the legal guardian residing under the same roof as you, whether or not you are the legal guardian.

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

- **Serious illness:** Sudden and unforeseeable deterioration in health certified by a competent medical authority leading to the issue of a prescription for medication or care for the patient and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out as part of everyday life.
- **Serious bodily injury:** any unintentional bodily injury caused by the victim, resulting from the sudden action of an external cause certified by a medical doctor, leading to the issue of a prescription for medication or care for the injured person and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out as part of everyday life and preventing the injured person from travelling by its own means.
- **Unplanned hospitalisation of more than 48 consecutive hours or death of an uncle, aunt, nephew or niece** of the Insured or his/her Spouse that is **unforeseeable** on the date the Stay is booked, requiring the Insured or his/her Spouse to be at their bedside or at their funeral on a date during the Stay.
- **Complications due to pregnancy before the 28th week of pregnancy** of one of the persons participating in the Stay and insured under this Contract:
 - ✓ which result in the absolute cessation of all professional activity or any other basic activity required as part of everyday life-or,
 - ✓ if the very nature of the Stay is incompatible with the pregnancy, provided that the Insured was not aware of her condition when she booked the Stay.
- **Contraindication of vaccination or medical impossibility of following a preventive treatment required at the place of the insured Stay, concerning** one of the persons participating in the Stay and insured under this Contract, provided that the contraindication or medical impossibility is unknown at the time of taking out the Contract and is beyond the control of the participant concerned.

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

- **Serious tangible damage due to fire, explosion, water damage or forces of nature**, affecting more than 25% of your business or private premises of which you are the owner, tenant or free occupant of charge and imperatively requiring your presence on the day of the start of the insured Stay in order to take the necessary protective measures.
- **Redundancy** of the Insured, provided that the procedure was not initiated prior to taking out the Contract and that the Insured was not aware of the procedure at the time of taking out the Contract.
- **Summons before a court** that cannot be postponed and requires the presence of the Insured, only in the following cases: **Jury or witness at a criminal trial, Appointed as an expert**, provided that you are summoned on a date that coincides with the period of the insured Stay and that the date of the summons is not known at the time the Contract was taken out.
- **Summons for the adoption of a child** that cannot be postponed and requires the presence of the Insured, provided that you are summoned on a date that coincides with the period of the insured Stay and that the date of the summons is not known at the time the Contract was taken out-

- **Notification to retake an exam (higher education only)** that cannot be postponed, following a setback unknown at the time of the booking or taking out the Contract, provided that the exam in question is scheduled during the insured Stay.
- **Notification for an organ transplant** that cannot be postponed for yourself, your Spouse or one of your 1st degree ascendants or descendants, provided that the date of the notification is not known at the time the Contract was taken out and that the date of the notification coincides with the period of the insured Stay.
- **Theft within your business or private premises** (of which you are the owner, tenant or free occupant) occurring in the 48 hours preceding the 1st day of the insured Stay and provided that the extent of the theft requires your presence on the premises to carry out the necessary protective measures. A police report must be lodged with the authorities within 48 hours of the theft being detected.
- **Serious damage to your vehicle in the 48** working hours prior to the 1st day of your Stay, or on the way from your home to the destination of your Stay, provided that the vehicle has been immobilised and cannot be used to get to the location of your Stay.
- **Impossibility to reach the place of Stay** on the day of the start of the Stay and in the 48 hours that follow, due to:
 - ✓ roadblocks or barricades ordered by the Government or a local authority,
 - ✓ strikes,
 - ✓ natural event that obstructs traffic and is notified by the competent authority.
 Proof of road, rail, sea and air closures must be provided by the relevant authorities (local authorities, SNCF, airports or airlines, etc.).
- **Getting a job** as an employee with a contract of **six consecutive months or more** that starts before or during the planned dates of your Stay, if you were registered as a job seeker with the Pôle Emploi (French employment agency) on the day you booked your Stay and provided this is not a contract extension or renewal or a change in the type of employment contract, nor an assignment provided by a temporary employment agency.
- **Your divorce (legal break-up of civil marriage) or break-up of a PACS (civil partnership)** provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.
- **Refusal of a tourist visa** by the authorities of the country chosen for the Stay, provided that a valid application has been made within the required timeframe, and provided that no application has previously been made and refused by these authorities for this same country. A supporting document issued by the embassy will be required. In the absence of a response from the authorities of the country chosen for the Stay in order to issue a tourist visa, the cover is not provided.
- **Theft of your identity card, driver's licence or passport in the 5 working days** prior to the 1st day of the insured Stay and which is essential for the Stay, preventing the competent authorities from checking that the insured Stay complies with obligations relating to land, air or sea traffic. A police report must be lodged with the authorities within 48 hours of the theft being detected.
- **Cancellation or modification of the dates of your paid holidays or those of your spouse imposed by your/your spouse employer** for exceptional circumstances, having the characteristics of force majeure, when they had been officially agreed by the latter in writing before the Stay was booked. The initial agreement document issued by the employer will be required. **This cover is not available to heads of companies, self-employed professionals, freelance workers, craftspeople or people employed part-time in the entertainment industry. Additionally, this cover does not apply in the event of a change of employment.**
- **Non-disciplinary professional transfer, imposed by the employer, obliging the Insured to move. The effective date of the transfer must be during the insured Stay or within 15 days of the end of the Stay**, and provided that the transfer was not known at the time the Contract was taken out. This cover is provided to salaried employees, **excluding self-employed professionals, company directors and legal representatives, freelance workers, craftspeople and people employed part-time in the entertainment industry, as well as all transfers following a request made by the Insured.**

Article 1.2

EFFECTIVE DATE AND DURATION OF COVER

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

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

Article 1.3

LIMIT OF COVER

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

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

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

Warning:

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

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

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

Article 1.4

EXCLUSIONS

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

- Any illness or accident that are first diagnosed, any treatment, relapse, aggravation or hospitalisation between the date of purchase of the Stay and the date this contract was taken out;*
- Bodily Injuries that have occurred or have given rise to a surgical procedure, rehabilitation, additional examination or a change in medical treatment during the thirty (30) days prior to the booking of the Stay;*
- Medical contraindications to the Stay not resulting from a serious illness, including one linked to pregnancy, or a serious Bodily Injury, in accordance with the conditions set out in the Events covered under Article 1.1 of this cover;*
- The death of any person who is not an Insured, if this occurs more than one (1) month before the 1st day of the insured Stay;*
- A cosmetic treatment, a health cure, a voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth;*
- Late application for a visa to the relevant authorities, non-conformity of a passport;*
- A medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not been qualified as such by a competent medical authority or without hospitalisation or resulting in hospitalisation of less than 3 days;*
- Bodily injury and illness, the cause of which is known before the policy was taken out, except for unforeseeable changes in health;*
- Periodic check-ups and observation;*
- Any circumstance detrimental to the simple enjoyment of the Insured's Stay;*

- *Any event for which the Tour Operator may be held liable pursuant to Titles VI and VII of Law No. 92-645 of 13 July 1992 laying down the conditions governing the organisation and sale of Stays;*
- *Non-presentation, for any reason whatsoever, of one of the documents required for the trip, except in the cases covered by this cover, indicated in Article 1.1 "NATURE AND SCOPE OF COVER";*
- *Delays in obtaining a visa or refusal following an invalid application;*
- *A medical condition for which no medical certificate has been issued by a doctor;*
- *Theft resulting from proven negligence on the part of the Insured (leaving the property in plain sight without supervision, or in a private place not fitted with a locking device or not activated or not completely closed);*
- *Theft of identity card, driver's licence or passport when they have been entrusted to us.*

2. CANCELLATION OF STAY

Article 2.1

NATURE AND SCOPE OF COVER

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

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

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

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

SPORTS ACTIVITIES CANCELLATION EXTENSION:

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

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

Article 2.2

DEDUCTIBLE

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

Article 2.3

LIMIT OF COVER

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

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

Article 2.4

EFFECTIVE DATE AND DURATION OF COVER

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

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

Article 2.5

EXCLUSIONS

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

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

3. EXTENSION OF EXCLUSION BUY-BACK FOR HEALTH CURE

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

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

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

B. OWNER'S COVER

For the purposes of the Owner's cover, "You" means **the Insured/Owner of the Rental Property** for an Insured Stay.

1. OWNER REIMBURSEMENT

Article 1.1

NATURE AND SCOPE OF COVER

It is expressly stipulated that the cover **may** only be invoked insofar as the booking of the Stay has been confirmed by the payment of a deposit or down-payment by the Renter and that the event that led us to provide the service was uncertain when this Contract was taken out.

This cover only applies if the Owner does not already benefit from cover under a contract taken out elsewhere.

Cancellation of holiday rental by the renter

We will reimburse the Owner or its professional representative for the Seasonal Rental the balance due (with the exception of tourist tax and administration fees) which the Booking Party owes you following the Cancellation caused by it and subject to the Property not being re-let in whole or in part to another renter for the same period.

The Cover is only granted subject to a sworn statement that the Property has not been totally or partially re-let to another renter during the same period.

Under no circumstances may the balance **exceed 75% of the total Rental amount.**

Compensation in the event of total re-letting

If the Rental Property is **re-let** following a cancellation by the Renter, covering the entire period of the Stay initially booked, the Insurer will pay the Owner a compensation to cover the costs of re-letting.

The amount of this compensation is expressed **as a percentage of the amount of** the re-rental(s) for the cancelled period concerned and is shown in the Table of benefits.

The compensation cannot be combined with compensation paid to the Owner **under the "CANCELLATION OF SEASONAL RENTAL BY THE RENTER" cover.**

Compensation for partial re-letting

If the Rental Property following a cancellation by the Renter has been **partially re-let and** does not cover the entire period of the Stay initially booked, the claim for compensation may only relate to the actual period of non-reletting, subject to submission of the corresponding supporting documents and within the limits indicated in the Table of benefits.

Please note that the amount paid by the Booking Party at the time of booking **does not give rise to** any claim on the part of the Insurer.

Compensation cannot be combined with compensation paid to the Owner under the **"CANCELLATION OF SEASONAL RENTAL BY THE RENTER" cover.**

Relocation costs following damage to Rental Property

In the event of **fire, explosion, storm or water damage** rendering your rented premises unfit for use on the planned start date of the Stay or during the Stay and forcing or compelling the Owner to rehouse the Booking Party, we will cover any additional costs of the new rental, up to the maximum amount indicated in the Table of benefits and for the rental dates specified in the Seasonal Rental Contract.

You undertake to send us, at our request, **all the documents needed** to examine your case (copy of the Rental Contract, re-rental invoices, date of the claim and any other information needed to establish that you are unable to enjoy the Rental Property).

Compensation cannot be combined with the compensation paid to the Owner under the **"UNAVAILABILITY OF THE RESERVED PROPERTY" cover.**

Article 1.2

EXCLUSIONS

In addition to the exclusions listed under the heading “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OF OUR COVERED BENEFITS?” set out in the General Provisions of the cover underwritten by AREAS, we cannot intervene in the circumstances described below:

- *Cancellation of the rental at the initiative of the Owner or its representative,*
- *Refusal by the Renter to take possession of the Rental Property due to its non-conformity.*

Article 1.3

HOW MUCH DO WE COVER?

We cover the amount of the cancellation fees **incurred on the day of the incident** that could trigger your cover, in accordance with the General Terms and Conditions of Sale of the Rental Company, with a maximum and an excess as indicated in the Table of benefits.

In the event of **partial re-letting**, we will pay the balance of the Stay remaining payable by you after deduction of the amount of the re-letting.

If the Booking Party has to be rehoused, **we will cover the amount of the additional costs** generated by the new rental, up to the maximum amount indicated in the Table of benefits and the rental dates stipulated in the Seasonal Rental Contract.

GENERAL PROVISIONS OF SECTION I INSURANCE COVER

General definitions

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

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

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

Hazard: Unintentional, unforeseeable, irresistible and external event.

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

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

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

Attack/Acts of terrorism: Any act of violence consisting of a criminal or illegal attack on persons and/or property in the country where you are staying, the purpose of which is to seriously disrupt public order by intimidation and terror and

which is the subject of media coverage. This “attack” will have to be recognised by the French Ministry of Foreign Affairs or the Ministry of the Interior.

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

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

- ✓ the Rental Property must be an accommodation in a building (a house or flat with a fixed and permanent location) or a docked boat,
- ✓ the Rental Property must not be company accommodation,
- ✓ the rental of the Rental Property must be for a temporary holiday Stay of less than 90 consecutive days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Territory:

Cover applies:

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

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

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

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

General depreciation applied:

- **10% per year from the date of purchase of the damaged item** on presentation of the purchase invoice;
- **80% per year in the absence of a purchase invoice** based on the purchase price (incl. VAT) on the date of the Claim, up to a maximum of €200 (unless otherwise stipulated in the “Damage to movable and/or immovable property” cover).

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

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

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

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

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

WHICH GENERAL EXCLUSIONS APPLY TO ALL OF OUR COVERED BENEFITS?

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

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

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

What limits apply in cases of force majeure?

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

nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

How is your compensation calculated?

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

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

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

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

Penalties incurred

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

namely:

- a) even if it had no influence on the loss**, by the nullity of the contract in the event of bad faith on the part of the Insured;
- b) depending on whether it is established before or after the loss**, where the bad faith of the Insured is not established, by the following consequences:
 - **before the loss**, by an increase in premiums or cancellation of the contract,
 - **after the loss**, by a reduction in the compensation for the loss in proportion to the contributions that would have been due if the risks had been accurately and fully declared. The rate used as a basis for this reduction is, depending on the case, the rate applicable either when the policy was taken out, or on the date of the increase in risk or, if this cannot be determined, on the last due date prior to the claim.

Other insurance

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

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

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

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

Personal data protection

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD), we inform

you that **your personal data** is collected and processed by the companies **Aréas - Dommages** and **Aréas - Vie** (hereinafter collectively referred to as “Aréas Assurances”) through your Managing Broker **GRITCHEN AFFINITY**.

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

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

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

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

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

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

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

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

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

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

You can find out more about your rights on our website: **www.areas.fr** or on the CNIL website: **www.cnil.fr**.

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

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

Combating money laundering and the financing of terrorism

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

Consumers' right to object to cold calling

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

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

Subrogation

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

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

Limitation of proceedings arising from the insurance contract

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

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

Article L. 114-1 of the French Insurance Code

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

However, this time limit only runs:

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

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

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

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

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

Article L. 114-2 of the French Insurance Code

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

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

Article L. 114-3 of the French Insurance Code

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

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

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

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

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

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

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

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

Article 2245 of the French Civil Code: “Notification made to one of the joint debtors in respect of legal proceedings or an act of forced execution, or acknowledgment by the debtor of the right of the party against whom the time limit had expired, interrupts the time limit against all the others, even against their heirs.

However, notification to one of the heirs of a joint debtor or the acknowledgment of this heir does not interrupt the limitation period with regard to the other joint heirs, even in the event of a mortgage claim, if the obligation is divisible. This notification or acknowledgment only interrupts the limitation period in respect of the other co-debtors, for the part owed by that heir.

To interrupt the limitation period in its entirety in respect of the other co-debtors, all the heirs of the deceased debtor must be notified, or to all the heirs must be acknowledged as such.”

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

Jurisdiction - Applicable law

Pre-contractual and contractual relations are governed by French law, in particular the French Insurance Code.

The French courts shall have sole jurisdiction over any legal proceedings relating to this contract.

Language used

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

Authority responsible for supervising the insurance undertaking

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

PRIVACY STATEMENT

The security of your personal data is important to us

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

1. Who is the data controller?

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

2. What personal data is collected?

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

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

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

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

3. How is your personal data collected and processed?

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

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

PURPOSE	IS YOUR EXPLICIT CONSENT REQUIRED?
<p>To carry out statistical and qualitative analyses based on the data and the claims rate</p>	<p>If we carry out any of these processing activities, we will do so by anonymising the personal data. As a result, anonymised data is no longer considered to be “personal” data and your consent is no longer required.</p>
<p>For debt collection management</p>	<p>No, if the processing of your data, even if it concerns sensitive categories of personal data, is necessary for the establishment, exercise or defence of legal claims, which we may also invoke as a legitimate interest.</p>
<p>For the purposes of preventing and combating fraud, money laundering and compliance with regulations applicable to economic sanctions, including, where applicable, for example, comparing your information with that contained in previous applications, or checking current claims reporting systems.</p>	<p>No. It is understood that the detection and fight against fraud, money laundering and compliance with regulations applicable to economic sanctions constitute a legitimate interest of the Data Controller. We are therefore entitled to process your data for this purpose without having to obtain your consent.</p>
<p>To transfer risks via reinsurance and co-insurance</p>	<p>We may process and share your personal data with other insurance or reinsurance companies with which we have signed or will sign co-insurance or reinsurance agreements.</p> <p>Coinsurance is the coverage of risk by several insurance companies under a single contract, each assuming a percentage of the risk or sharing the cover between them.</p> <p>Reinsurance is the “sub-contracting” of cover for part of a risk to a third-party reinsurer. However, this is an internal agreement between us and the reinsurer and you have no direct contractual relationship with the reinsurer.</p> <p>These risk transfers are carried out in the legitimate interests of the insurance companies, which are even generally expressly authorised by law (including the sharing of personal data strictly necessary for this purpose).</p>

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

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

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

4. Who can access your personal data?

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

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

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

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

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

We may share your personal data in the following cases:

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

5. Where is your personal data processed?

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

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

6. What are your rights regarding your personal data?

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

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

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

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

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

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

8. How long will we keep your personal data?

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

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

- **For a period of 5 (five) years** from the date of termination of the insurance contract
- **In the event of a claim - 5 (five) years** from the date of settlement of the claim.
- **In the event of a claim involving bodily injury** - 10 (ten) years from the date of the claim.

- **For information on complaints** - 5 (five) years from receipt of the complaint.
- **For all information on the contract** - 5 (five) years from expiry, termination or cancellation.

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

9. How can you contact us?

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

AWP France SAS
Personal Data Protection Department
7 rue Dora Maar - 93400 Saint-Ouen, France
informations-personnelles@votreassistance.fr

10. How often do we update this privacy statement?

We **regularly** revise this privacy statement.

SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

FOR INSURANCE COVER :

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF LOSS?

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

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

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

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

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

A. RENTER INSURER COVER

CANCELLATION/INTERRUPTION OF STAY

Your claim must be supported by:

- **In all cases:**
 - your contract reference,
 - a copy of the Rental Contract indicating precisely the identity of the Booking Parties, the amount of the advance payment, the amount of the rental and the dates of the rental initially planned,
 - a document showing the date on which the holiday rental was booked,
 - all documents justifying the date of cancellation by the booking party and the reason, if any,
 - You undertake to provide us, on request, with all the documents we need to examine your case,
 - The receipted invoice for the debit that you are obliged to pay to the Owner or the Rental Company, or which the latter retains.

- In the event of illness or an accident, a medical certificate, stipulating the origin, nature, severity and expected consequences thereof,
- In the event of death, a death certificate and civil status form,
- In all other cases, any documentary proof.
- You should provide us with the medical details and documents needed to process your claim, using the pre-printed envelope with the name and address of the consulting physician that we will send you as soon as we receive your claim, as well as the medical questionnaire to be filled out by your doctor.

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

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

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

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

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

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

B. HOMEOWNER INSURANCE COVER

OWNER REIMBURSEMENT

*The owner or any person acting on its behalf by virtue of a mandate must declare to the **Managing Broker of any cancellation** by a Renter, specifying:*

- ✓ **your contract references,**
- ✓ **a copy of the Rental Contract indicating precisely the identity of the Booking Parties, the amount of the advance payment, the amount of the rental and the dates of the rental initially planned,**
- ✓ **a document showing the date on which the holiday rental was booked,**
- ✓ **all documents justifying the date of cancellation by the booking parties and the reason, if any,**
- ✓ **acknowledgement of receipt of the letter sent by the agency or the Owner to the renter notifying them of the cancellation and confirming that the deposit paid at the time of booking will not be refunded,**
- ✓ **a certificate of total or partial re-letting or non-reletting during the rental period in question,**
- ✓ **a copy of the advert and photo(s) of the Rental Property.**

You undertake to send us, on request, all the documents we need to process your claim (cancellation invoice, if one has been issued).

HOW DO I REPORT A CLAIM?

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

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

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

Log on to the website at:

www.declare.fr

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

By email:

sinistre@declare.fr

**FOR TRADITIONAL MANAGEMENT
OF YOUR INSURANCE CLAIMS**

Send a letter to:

Gritchen Affinity

Claims department

27 Rue Charles Durand – CS70139

18021 Bourges Cedex