

Comprehensive Insurance for Holiday Lettings

Policy No. 102 92 73 – L3

YOUR NEEDS

You want to enjoy your holiday to the full with complete peace of mind, whilst benefiting from appropriate cover against unforeseen events that could disrupt your holiday, both before you set off and whilst you are away.

This information and advice sheet does not constitute a commitment on your part and is not binding on the insurer.

A full description of the “Comprehensive” insurance policy and its exclusions is set out in the attached information leaflet, which we urge you to read carefully before deciding whether or not to take out the policy.

We would like to draw your attention to the importance of checking all your existing insurance policies to ensure that the risks covered by this policy are not already covered by equivalent cover.

WHAT DO YOU NEED TO KNOW ABOUT THE INSURANCE?

This comprehensive insurance, offered as a supplement to your booking, provides cover before and during your stay, with cover tailored to holiday rentals lasting up to 90 consecutive days. It covers, in particular, cancellation or interruption of your stay, late arrival, luggage, third-party liability, as well as assistance and repatriation, subject to the cover and conditions set out in the policy.

WHEN IS THE COVERAGE VALID?

The period of validity for all cover corresponds to the travel dates stated on the invoice issued by the service provider, up to a maximum of 90 consecutive days,

- The ‘Holiday Cancellation’ cover takes effect on the day the policy is taken out and expires on the day of departure,
- The other insurance cover and assistance services take effect on the day of departure and expire on the day of return from the trip.

INFORMATION SHEET AND ADVICE

Articles L.521-2 and -4 of the Insurance Code

IN WHAT CIRCUMSTANCES ARE YOU ENTITLED TO COMPENSATION?

Subject to the terms, limits and exclusions set out in the policy and provided that the required supporting documents are supplied:

- In the event of cancellation for medical reasons (accident, illness, pregnancy complications)
- In the event of cancellation for specified reasons (work-related, damage to a vehicle, being summoned for a child's adoption, divorce, etc.)
- In the event of an interruption to your stay (accident, illness, serious damage, theft at your business or private premises)
- In the event of a late arrival of more than 24 hours
- In the event of the vehicle being out of action for more than 24 hours
- In the event of damage for which the hirer is liable under their holiday civil liability insurance
- In the event of loss, damage, aggravated theft or destruction of luggage
- In the event of breakage or theft of your personal sports equipment
- In the event of an inability to return due to an exceptional circumstance
- Roadside assistance in the event of the vehicle being immobilised or stolen
- Personal assistance (repatriation, emergency medical expenses, early return, etc.)

WHAT IS NOT COVERED

In particular, the insurance does not cover:

- Illness or accident that was first diagnosed, relapsed, worsened or resulted in hospitalisation between the date of purchase of the trip and the date the insurance policy was taken out
- Any failure of any kind, including financial failure, on the part of your tour operator or carrier, rendering it impossible for them to fulfil their contractual obligations
- The absence of a fortuitous event

HOW TO MAKE A CLAIM?

Log in to the website:

www.declare.fr

You can submit your supporting documents and track the progress of your claim.

For fast, modern claims handling:

By email: sinistres@gritchen.fr

This preliminary claim is necessary to enable the cancellation of your holiday and for your claim for compensation to be processed

INFORMATION SHEET AND ADVICE

Articles L.521-2 and -4 of the Insurance Code

WHO ARE WE?

Gritchen Affinity – Specialists in sports and leisure insurance

A simplified joint-stock company (SAS) with a share capital of 10,260 euros, registered with the Bourges Trade and Companies Register under number 529 150 542, with its registered office at 27 rue Charles Durand, 18000 Bourges. Insurance brokerage firm subject to supervision by the ACPR (Prudential Supervision and Resolution Authority), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 and ORIAS registration number: 11061317 in the Insurance Broker category (www.orias.fr).

Professional Indemnity and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code.

A subsidiary of Groupe Gritchen Assurances Holding, a simplified joint-stock company (SAS) with a share capital of 2,312,218.80 euros.

As an independent broker, Gritchen Affinity operates without any obligation of exclusivity in accordance with Article L521-2 II b of the Insurance Code. As an insurance intermediary, our remuneration is based on a commission paid by the insurer and brokerage fees borne directly by the policyholder.

The Comprehensive Insurance for Holiday Rentals policy is a deal negotiated with AREAS, which has been committed for 40 years to providing the best service to deal with the uncertainties of everyday life.

YOUR PERSONAL DATA

Gritchen Affinity undertakes, as a data controller or when acting as a data processor within the meaning of the GDPR, to:

- Process your data lawfully, fairly and transparently
- Collect only the information necessary to process your enquiry
- Collecting it for specified, explicit and legitimate purposes
- Ensuring the accuracy of your data and, where necessary, keeping it up to date
- Retain it only for as long as is necessary for the purposes for which it was collected, as recommended by the CNIL or required by law
- Ensure appropriate security through suitable technical and organisational measures"

We use the personal data you have provided to us (including via your booking agent) in the course of our business as an insurance broker for the conclusion, management and performance of the insurance contract and for the commercial management of our clients. It is also used in connection with our obligations to combat money laundering and the financing of terrorism, as well as to combat fraud.

We would like to inform you about how to exercise your rights: you may request access to your personal data, its rectification, erasure or a restriction on its processing. You also have the right to object to the processing and the right to data portability.

For further information, please contact our **Compliance Department – Gritchen – 27 rue Charles Durand – 18000 Bourges** or by email: conformite@gritchen.fr. In the event of a complaint, you may choose to contact the CNIL.

Find full details on the processing of your personal data [here](#)

In accordance with Articles L. 223-1 and L. 223-2 of the Consumer Code, it is prohibited to make unsolicited telephone calls to a consumer for commercial purposes without first obtaining their consent. This prohibition does not apply to solicitations made in the course of performing an existing contract and relating to the subject matter of that contract, in particular where they concern related or complementary products or services, or those likely to improve their performance or quality.

This information and advice sheet does not constitute a commitment on your part and is not binding on the insurer. To find out about your rights and obligations under the contract, you should refer to the contractual provisions which will be provided to you prior

COMPLAINTS AND MEDIATION

In the event of any difficulties, please contact your usual point of contact in the first instance. If you are not satisfied with the response, you may lodge a complaint by writing to: **GRITCHEN AFFINITY – Customer Complaints Department – 27 rue Charles Durand, 18000 Bourges**, or by email: reclamations@gritchen.fr, or by logging on to declare.fr. Our complaints department undertakes to deal with your complaint within the following timeframes:

Ten working days from the date the complaint is sent to acknowledge receipt, unless we are able to provide you with a response within this timeframe.

Two months from the date the complaint is submitted to the date of our response.

If, due to the complexity of the situation, we are unable to meet this two-month deadline, we undertake to notify you.

If you are dissatisfied and wish to continue the discussion, you may contact the Insurer's customer relations department (AREAS – 47, rue de Miromesnil, 75380 Paris Cedex 08, www.areas.fr, under the 'Submit a complaint' section), which will respond within the same timeframe. In any event, in the event of a continuing disagreement or in the absence of a response, and upon expiry of the two (2)-month period following the submission of your complaint, provided that no legal proceedings have been initiated, you may refer the matter to the Insurance Ombudsman (TSA 50110 75441 Paris Cedex 09 or via email at www.mediation-assurance.org). The Insurance Ombudsman's opinion is not binding on the parties, who are free to accept or reject the proposed solution and to bring the matter before the competent court.

Travel Insurance

Insurance Product Information Sheet **Company:** AREAS

Dommages Siren No.: 775 670 466

A mutual insurance company with fixed contributions, not registered in

France and governed by the Insurance Code

Product: 'Comprehensive Insurance for Holiday Letting'



This information document provides a summary of the product's main cover and exclusions. It does not take into account your specific needs and requirements. You will find full details of this product in the pre-contractual and contractual documentation.

What type of insurance is this?

The 'Comprehensive Seasonal Holiday Rental' policy is designed to provide the Insured with insurance cover and assistance in connection with their seasonal holiday rentals only, the dates, destination and cost of which are stated on the invoice issued to the policyholder by the service provider, and the duration of which does not exceed 90 consecutive days.



What is covered?

✓ **Cancellation of the holiday:** reimbursement of deposits or any sums retained by the service provider in the event of

the rental is cancelled in full due to:

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

✓ **Costs of cutting short a holiday:** reimbursement of unused land-based services in the event of early return.

✓ **Late arrival of more than 24 hours**

✓ **Tenant's civil liability, including civil liability for personal property entrusted to the tenant**

✓ **Sports equipment:** hire of equipment in the event of breakage or theft of personal equipment

✓ **Replacement vehicle in the event of a breakdown or accident during the stay**

✓ **Luggage:** in the event of damage, theft or destruction

✓ **Assistance at the insured person's home**

✓ **Inability to return due to exceptional circumstances**

✓ **Assistance – repatriation** including on-site emergency costs, search and rescue



What is not covered?

✗ illnesses requiring psychiatric or psychotherapeutic treatment, including nervous breakdowns that did not require hospitalisation for at least three days at the time the trip was cancelled;

✗ Complications arising from pregnancy occurring after the sixth month of pregnancy and, in all cases, pregnancy, voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences

✗ illness or accident which was first diagnosed, relapsed, worsened or resulted in hospitalisation between the date of purchase of the trip and the date the insurance policy was taken out;

✗ strikes and industrial action by employees of the and/or the policyholder, and/or which began before the policy's effective date or for which a public notice had been issued prior to that date;

✗ any form of failure, including financial failure, on the part of your travel organiser or the carrier, rendering it impossible for them to fulfil their contractual obligations.



Are there any exclusions from the cover?

The main exclusions under the policy

! Epidemics, natural disasters and pollution;

! Consequences and/or events resulting from: civil war or foreign war, riots, civil unrest, a strike, an attack or an act of terrorism;

! Consequences of the Member's voluntary participation in a crime, an offence, a riot or a strike, except in cases of self-defence

! The misuse of medication or the 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 brought about intentionally by the Policyholder and persons travelling with the Policyholder

! The practice of sport as a professional activity;

! The absence of unforeseeable circumstances; ! Civil or foreign wars, riots, popular uprisings,

The policy also includes certain restrictions: an amount specified in the policy may remain the responsibility of the insured (excess).



Where am I covered?

The cover applies worldwide.



What are my obligations?

Failure to comply with the following may result in the insurance contract being void or cover being withheld:

- When taking out the policy
 - Pay the premium stated in the policy.
- In the event of a claim
 - Submit the necessary documents when making a claim.



When and how should payments be made?

- Premiums are payable in accordance with the terms specified at the time of taking out the policy and in the General and Special Conditions.



When does the cover start and when does it end?

- The period of validity for all cover corresponds to the travel dates stated on the invoice issued by the service provider, up to a maximum of 90 consecutive days,
- The 'Holiday Cancellation' cover takes effect on the day the policy is taken out and expires on the day of departure,
- The 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?

- The policyholder has the right to withdraw from the policy if it was purchased more than 30 days before the departure date and if the cover period is longer than one month, with immediate effect upon notification of withdrawal. In this case, you may withdraw within 14 days of the policy start date.
- The policy ends on its expiry date without automatic renewal and does not require any specific action to be taken to cancel it upon expiry.



ASSURLODGE

Contract No. 102 92 73

SHORT-TERM SEASONAL RENTALS

*REF: 20 - ASL - L3-Luxe package
Version 05/2023*

PRE-CONTRACTUAL INFORMATION NOTICE

Dear Customer,

Taking into account the nature of the cover you have purchased, the protection you are seeking and the information you have provided to us, we recommend the cover provided under this insurance contract.

Before taking out this insurance policy, we invite you to read this Information Notice carefully, along with the General Terms and Conditions.

We would like to remind you that taking out this insurance policy is optional and is not a condition of purchasing any of the covered services.

Information regarding the exercise of the right of withdrawal provided for in Article L.112-10 of the Insurance Code

You have the right to withdraw from this policy within thirty (calendar) days of its conclusion, without incurring any costs or penalties. However, if you are offered one or more insurance premiums, such that you do not have to pay a premium for one or more months at the start of the contract, this period only begins to run from the date of payment of all or part of the first premium.

Exercising the right to cancel is subject to the following four conditions:

- ***You have taken out this contract for non-business purposes,***
- ***This contract is supplementary to the purchase of a good or service sold by a supplier,***
- ***The contract you wish to withdraw from has not been fully performed,***
- ***You have not made any claim covered by this contract.***

In this situation, you may exercise your right to cancel this contract by letter or any other durable medium addressed to the insurer. The insurer is obliged to refund the premium paid to you within thirty days of your cancellation.

Furthermore, to avoid duplicate cover, you are advised to check that you are not already covered by a policy covering 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 set out in your policy.

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

Sample cancellation letter:

'I, the undersigned, ...
..... (Surname, First Name and Address), hereby cancel my policy no. Dated
At (Date and Place) with
In accordance with Article L. 112-10 of the Insurance Code. I declare that, as at the date of dispatch of this letter, I am not aware of any claim involving cover under the policy.
Signature

Further information:

The letter of cancellation, a template of which is provided above for the purpose of exercising this right, must be sent to **GRITCHEN AFFINITY** by post or any other durable medium:

by post:

**GRITCHEN AFFINITY – Underwriting Department
27 rue Charles Durand 18000 BOURGES**

or by email:

souscriptions@gritchen-affinity.com

When you exercise your right of withdrawal, **the Insurer is obliged to refund**, where applicable, the amount of the premium paid within 30 days of the date on which the right of withdrawal is exercised.

However, the full premium remains payable to the Insurer if you exercise your right to cancel whilst a claim covered by the policy has occurred during the 30-day cancellation period.

1. POINTS TO NOTE

This policy is intended for anyone seeking cover against events covered by the **ASSURLODGE** insurance policy. Your general terms and conditions contain exclusions and limitations which you must read before taking out the policy. This information leaflet, together with the General Terms and Conditions applicable to your insurance cover, will be provided to you before you take out the policy and will subsequently 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 regard. In the event of any conflict between different documents, the provision that is most favourable to you will apply.

2. ENROLMENT

The Policyholder's consent to take out this Policy may be given electronically (via a website or by email), verbally in the case of a telephone sale, or in writing in the case of a purchase in person (at the premises of a rental agency).

The eligibility criteria for membership are as follows:

- **The Member must have booked a Rental Property with a Rental Agency for their Stay,**
- **The rental period for the Rented Property by the Member must not exceed 90 consecutive days,**

Where membership is taken out at the same time as the booking of the rented property, it takes effect upon receipt of the confirmation without any waiting period.

However, for any cover taken out after the date of purchase and within 48 hours of booking the holiday, a waiting period of 4 days – during which the cancellation cover will not take effect – will apply from the date the policy is taken out. The cancellation cover will only take effect at the end of this period, unless otherwise specifically stated in the cover terms.

3. USEFUL INFORMATION IN THE EVENT OF A CLAIM

Please notify **Gritchen Affinity** as soon as possible in the event of a claim so that we can assist you. You must submit all necessary supporting documents to back up any claim (the section *entitled 'DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM'* lists the required documents in the section provided at the end of this document).

To make a claim, you can contact us using the following details:

- ✓ Website: **www.declare.fr**
- ✓ By email: **sinistres@gritchen.fr**
- ✓ Post: **Gritchen Affinity – Claims Department – 27 rue Charles Durand – CS70139 – 18021 Bourges Cedex**

4. COMPLAINTS PROCEDURE

If you are dissatisfied, you must first send your complaint to **GRITCHEN AFFINITY** by email: 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 a response to the complaint is provided within this timeframe). You will be kept informed of the progress of the investigation into your case and, unless there are exceptional circumstances justified in writing, you will receive a response no later than two (2) months after sending your complaint.

If you are not satisfied with the response, you may refer **the matter to the customer relations department of the insurer AREAS – 47, rue de Miromesnil, 75380 Paris Cedex 08, www.areas.fr**, which will respond within the same timeframe (which cannot be extended), namely within two (2) months of the date on which you sent your letter of complaint.

In any event, in the event of a continuing disagreement or upon the expiry of the two (2)-month period following the dispatch of your claim, provided that no legal proceedings have been initiated, you may refer the matter to the ombudsman:

- By email:

www.mediation-assurance.org

- By post to the following address:

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

The opinion of the insurance ombudsman is not binding on the parties, who are free to accept or reject his proposed solution and to bring the matter before the competent court.

ASSURLODGE GENERAL TERMS AND CONDITIONS

PREAMBLE

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

- ✓ **Gritchen Affinity**, a simplified joint-stock company with a share capital of 10,260 euros, registered with the Bourges Trade and Companies Register under number 529 150 542, with its registered office at 27 rue Charles Durand, 18000 Bourges – VAT number: FR78529150542 - Non-exclusive insurance brokerage firm (list of partner insurance companies available on request) subject to supervision by the ACPR (Prudential Supervision and Resolution Authority), 4 place de Budapest - CS 92459 – 75436 Paris Cedex 09 and registered with ORIAS in the 'Insurance Broker' category under No. 11061317 (www.orias.fr) - Professional Indemnity and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code - A subsidiary of GROUPE GRITCHEN ASSURANCES HOLDING, a simplified joint-stock company with a share capital of 2,312,218.80 euros, registered with the Paris Trade and Companies Register under number 799 320 726, (hereinafter referred to as '**Gritchen Affinity**' or the '**Managing Broker**').

With:

- ✓ **Aréas Dommages**, a mutual insurance company with fixed contributions, 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 'ARÉAS'**), for the following insurance cover: **Cancellation, Themed Holiday Extension, Change Fee Extension, Cancellation due to lack of or excessive snow, Interruption of stay, Late arrival, Replacement vehicle, Tenant's holiday civil liability, Luggage, Breakage or theft of sports equipment, Spa Extension, Unable to Return due to Exceptional Circumstances, Landlord Reimbursement, Unavailability of the Booked Property, Damage to Movable and/or Immovable Property, Landlord's Civil Liability, Unpaid Amounts**, as set out in **SECTION I**.

The assistance cover is provided to AREAS by:

- ✓ **AWP P&C**, a public limited company with a share capital of 18,510,562.50 euros, registered with the Bobigny Trade and Companies Register under number 519 490 080, with its registered office at: 7, rue Dora Maar – 93400 Saint-Ouen, a travel insurance and assistance company, a private company governed by the Insurance Code, supervised by the Prudential Supervision and Resolution Authority (ACPR), 4 Place de Budapest, CS92459, 75436 Paris Cedex - www.acpr.banque-france.fr.

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

The Policy is administered by Gritchen Affinity for the following insurance cover: Cancellation, Cancellation due to lack of or excessive snow, Holiday interruption costs, Late arrival, Replacement vehicle, Holiday civil liability of the occupant, Luggage, Breakage or theft of the tenant's/insured person's sports equipment, Spa Treatment Extension, Inability to Return due to Exceptional Circumstances, Landlord Reimbursement, Unavailability of the Booked Property, Landlord's Third-Party Liability, Damage to Movable and/or Immovable Property, Unpaid Amounts, and is distributed by the Rental Agency.

The Contract is administered by MONDIAL ASSISTANCE in respect of the assistance cover: VEHICLE ASSISTANCE and TRAVEL ASSISTANCE as set out in SECTION II, and is distributed by the Rental Organisation.

The Rental Organisation, **GRITCHEN AFFINITY** and **MONDIAL ASSISTANCE** are remunerated in the form of commissions deducted from insurance premiums (excluding tax) and/or management fees and/or service charges. The Rental Organisation, **GRITCHEN AFFINITY** and **MONDIAL ASSISTANCE** hold no voting rights, nor do they hold any shares or equity interests in any insurance company.

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

This document is a contract and sets out the 'General Terms and Conditions' of the **ASSURLODGE** Contract.

CONTRACTUAL DOCUMENTS

This Insurance Contract is governed by:

- ✓ **The Insurance Code;**
- ✓ **These General Terms and Conditions;**
- ✓ **The insurance certificate issued by your holiday rental organisation, which serves as the Special Conditions.**

TABLE OF COVER AMOUNTS

INSURANCE COVER – SUMMARY OF BENEFITS AND COVERAGE (SECTION I)	
TYPE OF COVER	COVER LIMITS AND EXCESSES
A. COVER FOR THE TENANT/INSURED	
1/ CANCELLATION Serious illness, serious bodily injury or death, including the worsening of a chronic or pre-existing condition, as well as the consequences or after-effects of a pre-existing accident noted after the Policy was taken out	Maximum compensation of €50,000 per claim No excess
- Death and/or hospitalisation of your uncle, aunt, nephews and nieces, - Serious damage caused by fire, explosion, water damage or natural disasters, - Theft from business or private premises, - Complications arising from pregnancy - Contraindication to vaccination or medical inability to undergo preventative treatment required for the destination, - Redundancy, - Summoning to court, only in the following cases: Juror or witness in a criminal trial, Appointment as an expert witness, - Summoned in connection with the adoption of a child, - Summoned to sit a resit examination, - Job transfer, - Summoned for an organ transplant, - Theft from business or private premises, - Serious damage to the Tenant's/Insured Person's vehicle, - The Tenant/Insured Person is unable to travel to the holiday destination by any means of transport, - Refusal of a tourist visa by the country's authorities,	Excess of 3% of the claim amount With a minimum excess of €30 per claim
- Taking up employment, - Divorce or dissolution of a civil partnership, - Theft of the Tenant's identity card, driving licence or passport, - Cancellation or change to the dates of your or your partner's paid annual leave imposed by your or their employer.	Excess of 20 per cent of the claim amount, with a minimum excess of €70 per claim
▪ 1A / THEMED TRAVEL EXTENSION In the event of the Insured Person falling ill or suffering an accident, preventing them from taking part in the activity for which they had registered and which is the main purpose of the themed trip. Reimbursement of themed activity costs if the Insured Person decides to go ahead with the trip.	Maximum compensation of 50 per cent of the total cost of the trip No excess
▪ 1B / CHANGE FEE COVER Reimbursement of change fees incurred as a result of the postponement of the dates of the holiday following a reason listed under the '1/ Cancellation'.	Maximum compensation of €50,000 per claim No excess

3/ INTERRUPTION OF STAY Reimbursement of unused rental services should you be obliged to leave and return the rented property - Including cover for business interruption	Maximum compensation of €50,000 per claim Maximum €500 per claim One-day excess
4/ LATE ARRIVAL Late arrival of more than 24 hours	Fixed excess: 1 day Maximum 3 days reimbursable
5/ REPLACEMENT VEHICLE Coverage of the hire costs for a replacement vehicle of a category equivalent to the immobilised vehicle, in the event of the vehicle being out of service for more than 24 hours due to a breakdown or accident involving the Hirer's vehicle during their Stay, or in the event of theft if the vehicle is not recovered within 48 hours	Compensation is limited to a maximum of 3 consecutive days
6/ THE TENANT'S HOLIDAY CIVIL LIABILITY Civil liability cover for fire, explosion, water damage and glass breakage. - Maximum cover per claim and per term of the : - including glass breakage - of which claims by neighbours and third parties - of which loss of rent and loss of use	Maximum €1,000,000 / Excess of €200 (After the security deposit has been exhausted) €2,500 €250,000 €50,000
7/ LUGGAGE - Loss, damage, aggravated theft or destruction of personal luggage - In the event of aggravated theft of valuables - Advance payment in the event of loss or theft of means of payment	up to a maximum of €2,000 per rented property for all luggage up to a maximum of €500 per rented property Excess of €50 Up to a limit of €5,000
8/ BREAKAGE OR THEFT OF THE INSURED TENANT'S SPORTS EQUIPMENT Rental costs for sports equipment in the event of breakage or theft of personal equipment	Maximum compensation of €400 per hire
9/ EXTENSION TO COVER EXCLUSIONS FOR SPA GUESTS <i>Only if the extension was taken out at the time of membership and is mentioned on the insurance certificate</i> Exclusion waiver and extension of cancellation/interruption cover	Maximum compensation of €50,000 per claim
10/ INABILITY TO RETURN DUE TO EXCEPTIONAL CIRCUMSTANCES Costs of extending the stay	Payment from the 2 nd night onwards €200 per night per claim – maximum 4 nights

ASSISTANCE COVERAGE – SUMMARY OF BENEFITS AND COVERAGE (SECTION II)

ROADSIDE ASSISTANCE

SERVICES	COVERAGE	TERMS AND LIMITATIONS
ADDITIONAL COVERAGE IN THE EVENT OF VEHICLE IMMOBILISATION OR THEFT		
Replacement vehicle	- Vehicle of an equivalent category - Maximum of 3 consecutive days	- Vehicle immobilised for more than 24 hours or if the stolen vehicle is not found within 48 hours .
A driver will be sent to return the vehicle to its usual garage	Cost of the service organised by MONDIAL ASSISTANCE	-

TRAVEL ASSISTANCE - PERSONAL ASSISTANCE

SERVICES	COVERAGE	TERMS AND LIMITATIONS
ASSISTANCE TO THE BENEFICIARY		
Repatriation or medical transport	Cost of the operation organised by MONDIAL ASSISTANCE	Services subject to the decision of MONDIAL ASSISTANCE's doctors
Transfer of a relative accompanying the Beneficiary during their repatriation	Cost of the operation organised by MONDIAL ASSISTANCE	
Emergency medical expenses in France.	- Reimbursement of costs remaining payable by the Beneficiary (excluding dental costs): €30,000 including VAT - Reimbursement of emergency dental costs: €45 (including VAT) - Advance payment of hospitalisation costs: €30,000 (including VAT)	An excess of €50 applies to the reimbursement of medical and dental costs. The following limits apply per Beneficiary and per annual cover period. This cover does not apply to Beneficiaries whose place of residence is in France.
Search and rescue costs	Up to €4,000 (including VAT) per person and per bodily injury, up to €8,000 (including VAT) per incident	
Extension of the Beneficiary's stay	€80 (including VAT) per night per person, up to a maximum of 10 nights	
Support for a Beneficiary who is hospitalised or unable to leave the location: - Extension of the stay for a person remaining at the Beneficiary's bedside Or - Transport for a relative to be at the Beneficiary's bedside	- Cost of return transport - Accommodation costs: €80 (including VAT) per night, up to a maximum of 10 nights.	The expected duration of the Beneficiary's hospitalisation or confinement at the location is at least 7 days .
	- Cost of return transport - Accommodation costs: €80 (including VAT) per night, up to a maximum of 10 nights.	
Transport of a relative or carer to facilitate the return home of any disabled persons or children under 15 who have remained at the location	Cost of the operation organised by MONDIAL ASSISTANCE	
ADDITIONAL COVER IN THE EVENT OF DEATH		
Repatriation of the body and funeral expenses	Cost of the repatriation of the body organised by MONDIAL ASSISTANCE	

SERVICES	COVERAGE	TERMS AND LIMITATIONS
Funeral expenses	Coverage of costs is limited to €2,500 (including VAT) per Beneficiary.	The costs of accessories, the ceremony, burial or cremation remain the responsibility of the Beneficiary's family.
Return home for those remaining at the destination	Cost of the operation organised by MONDIAL ASSISTANCE	Following the occurrence of a covered event, where the Beneficiary's unavailability prevents the other persons travelling with the Beneficiary from returning under the conditions originally planned.
ADDITIONAL COVER FOR PASSENGERS IN THE VEHICLE		
Return home for those remaining at the destination	Cost of the operation organised by MONDIAL ASSISTANCE	Following the occurrence of a covered event, the Beneficiary's unavailability prevents the other persons travelling in the Vehicle from returning as originally planned. Cover is limited to the number of seats specified on the Vehicle's registration certificate. Hitchhikers are excluded.

PERSONAL ASSISTANCE '+'

BENEFITS	COVERAGE	CONDITIONS AND LIMITS
EARLY RETURN		
Return to the Beneficiary's home and that of one accompanying person	Cost of one-way transport for the Beneficiary and one accompanying person	
PROVISION OF MEDICINES		
Sourcing and provision of medicines	Coverage of the costs of sourcing, checking packaging and dispatch.	The cost of medicines and customs duties remain the responsibility of the Beneficiary.
LOSS OF PERSONAL BELONGINGS		
Advance of funds	Up to €1,500 in local currency	

SECTION I

INSURANCE COVER PROVIDED BY AREAS

A. COVER FOR THE TENANT

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

1. CANCELLATION

Article 1.1

NATURE AND SCOPE OF COVER

We guarantee reimbursement to the Tenant/Insured Person of the cancellation fee charged by the letting agency or the Owner of the let property for their Stay in accordance with their General Terms and Conditions of Sale, where such cancellation, notified in writing **BEFORE THE ARRIVAL DATE** at the holiday destination, 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 going on your holiday.

Covered events:

- **Death, serious bodily injury or serious illness preventing the Holiday from taking place**, including a relapse, the worsening of a chronic or pre-existing condition, as well as the consequences or after-effects of an accident that occurred prior to taking out the Policy and which could not have been foreseen at the time of booking the Holiday (on the understanding that, for the purposes of calculating the reimbursement, the date of the first medical diagnosis of the worsening, progression or relapse will be taken into account):
 - ✓ yourself, your spouse, your ascendants or descendants up to the^{second} degree,
 - ✓ your fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person habitually living in your household, the person accompanying you during your Stay, named specifically and insured under this Policy, **provided that your presence at their bedside is necessary during the dates of your Stay and provided that the death, serious illness or serious accident occurs within 30 days prior to the start of the Stay**,
 - ✓ your professional replacement, provided that a replacement agreement has been signed and formalised before the date of booking for your Stay, as well as the person responsible during your Stay for the care of your minor children, or a person with a disability of whom you are the legal guardian and who lives in the same household as you, provided that you are their legal guardian.

In the event of a serious illness or a serious physical accident, we will only provide cover under the following conditions:

- **Serious illness:** A sudden and unforeseeable deterioration in health, confirmed by a competent medical authority, resulting in the issue of a prescription for medication or treatment for the patient and necessitating the cessation of all professional activity or, in the absence of professional activity, any other basic activity required as part of daily life.
- **Serious bodily injury:** any unintentional physical injury to the victim, resulting from the sudden action of an external cause and confirmed by a doctor, leading to the issue of a prescription for medication or treatment for the injured person and necessitating the cessation of all work or, where the person is not in employment, any other basic activity required as part of daily life, and preventing them from travelling unaided.
- **Unplanned hospitalisation lasting more than 48 consecutive hours or the death, unforeseeable** at the time of booking the Holiday, of **an uncle, aunt, nephew or niece** of the Insured Person or their Spouse, requiring the Insured Person to be at their bedside or at their funeral on a date falling within the Holiday period.

- **Complications arising from pregnancy before the start of the 28th week of pregnancy** of any person taking part in the Holiday and insured under this Policy:
 - ✓ which result in the complete cessation of all professional activity or other basic activities required as part of daily life, **or**,
 - ✓ if the very nature of the Holiday is incompatible with the pregnancy, provided that the Insured Person was not aware of her condition at the time of booking the Holiday.
- **A contraindication to vaccination or a medical inability to undergo necessary preventive treatment at the location of the insured Holiday, relating** to any person taking part in the Holiday and insured under this Policy, provided that the contraindication or medical inability was unknown at the time the Policy was taken out and was beyond the control of the participant concerned.

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

- **Serious property damage resulting from fire, explosion, water damage or natural disasters**, affecting more than 25 per cent of your business or private premises of which you are the owner, tenant or occupier free of charge, and which absolutely requires your presence on the first day of the insured stay to take the necessary protective measures.
- **Redundancy** of the Insured Person, provided that the redundancy proceedings were not initiated prior to the taking-out of the Policy and that the Insured Person was not aware of the proceedings at the time the Policy was taken out.
- **A summons to appear in court** that cannot be postponed and requires the Insured's presence, solely in the following cases: **serving as a juror or witness in a criminal trial, or being appointed as an expert witness**, provided that you are summoned on a date falling within the period of the Insured Stay and that the date of the summons was not known at the time the Policy was taken out.
- **A summons relating to the adoption of a child** which cannot be postponed and which requires the Insured Person's presence, provided that you are summoned on a date falling within the period of the Insured Stay and that the date of the summons was not known at the time the Policy was taken out.
- **A summons to sit a resit examination in the context of higher education only**, which cannot be postponed, following a failure not known at the time of booking or taking out the Policy, and provided that the said examination takes place during the Insured Stay.
- **A summons for an organ transplant** that cannot be postponed, for yourself, your Spouse or one of your first-degree ascendants or descendants, provided that the date of the summons is not known at the time the Policy is taken out and that the date of the summons coincides with the period of the Insured Stay.
- **A theft from your business or private premises** (of which you are the owner, tenant or occupier free of charge) occurring within 48 hours prior to the ^{first} day of the Insured Stay, provided that the scale of the theft requires your presence on the premises to take the necessary protective measures. A report must be filed with the authorities within 48 hours of the day on which the theft was discovered.
- **Serious damage to your vehicle occurring within 48 working hours** prior to the first day of the Stay, or whilst travelling from your home to the place of Stay, provided that the vehicle is immobilised and cannot be used to travel to the place of Stay.

- **Inability to travel to the holiday destination** on the first day of the holiday and within the following 48 hours, due to:
 - ✓ roadblocks imposed by the State or a local authority,
 - ✓ strikes,
 - ✓ a natural event preventing traffic flow, certified by the relevant authority.
 A certificate confirming the closure of road, rail, sea and air routes must be provided by the relevant authorities (local council, SNCF, airports or airlines, etc.).
- **Securing a salaried position for a period of more than 6 consecutive months**, commencing before and during the scheduled dates of the Holiday, provided that you were registered as a jobseeker with Pôle Emploi on the day you booked your holiday and provided that this does not involve an extension or renewal of a contract, a change in the type of employment contract, or an assignment provided by a temporary employment agency.
- **Your divorce (legal dissolution of a civil marriage) or dissolution of a civil partnership (PACS)**, provided that proceedings were brought before the courts after the trip was booked and upon presentation of an official document.
- **Refusal of a tourist visa** by the authorities of the country chosen for the Holiday, provided that a valid application was made within the required time limits, and provided that no previous application had been submitted and refused by those authorities for the same country. Proof from the embassy will be required. In the absence of a response from the authorities of the country chosen for the holiday regarding the issue of a tourist visa, cover is not provided.
- **The theft of your identity card, driving licence or passport within 5 working days** prior to the ^{first} day of the insured Trip, where **such documents** are essential for the Trip, preventing you from complying with the control measures relating to the insured Trip imposed by the competent authorities, or with obligations relating to travel by land, air or sea. You must report the theft to the authorities within 48 hours of discovering it.
- **Cancellation or alteration of the dates of your paid annual leave or that of your spouse, imposed by your/their employer** due to exceptional circumstances constituting force majeure, where such leave had been officially granted in writing by the employer prior to booking the Holiday. The original written agreement from the employer will be required. **This cover does not apply to company directors, legal representatives of a company, members of the liberal professions, self-employed persons, craftspeople and casual workers in the entertainment industry. This cover also does not apply in the event of a change of employment.**
- **A non-disciplinary job transfer, imposed by the employer, requiring the Insured Person to move house. The effective date of the transfer must fall within the duration of the insured Holiday or within 15 days following the end of the Holiday**, provided that the transfer was not known at the time the Policy was taken out. This cover is provided to salaried employees, **excluding members of the liberal professions, directors, legal representatives of companies, self-employed persons, craftspeople and casual workers in the entertainment industry, as well as any transfers resulting from a request made by the Insured Person.**

Article 1.1

A) THEMED HOLIDAY EXTENSION:

By extension, in the event of themed activities booked and paid for alongside the rental by the Booker, should the Insured Person decide to go on the Holiday but be unable to take part in the themed activities due to an Illness or Accident, as certified by a doctor, we guarantee reimbursement of the cost of the themed activities booked and paid for as part of the rental, invoiced by the Rental Organisation or the Owner of the Rented Property in accordance with their General Terms and Conditions of Sale, up to a maximum of 50 per cent of the total cost of the Holiday.

The services relating to the cancelled themed activities must be itemised on an invoice provided by the rental agency or the owner of the rented property.

Article 1.1

B) EXTENSION – CHANGE FEES:

In the event of a change to the dates of your Stay following a covered event listed in Article 1.1, we will reimburse you for the costs incurred as a result of postponing the dates of the covered Stay, as provided for in the General Terms and Conditions of Sale for the Stay. In all cases, the amount of this compensation shall not exceed the amount of the cancellation fees payable on the date on which the event giving rise to the change occurred.

The 'Cancellation' and 'Extension of change fees' cover cannot be combined.

For holiday rentals, the 'Cancellation' cover is granted on condition that the property is fully vacated.

Article 1.2

COMMENCEMENT AND DURATION OF COVER

Provided that the Policyholder has paid the relevant premium in advance, the cover takes effect upon purchase or booking of the Holiday and expires on arrival at the Holiday accommodation (the date specified in the Special Conditions), or upon handover of the keys in the case of a rental for the Holiday covered by this Contract.

However, for all policies taken out after the date of purchase and within 48 hours of booking the Holiday, a 4-day waiting period during which the cancellation cover will not take effect shall apply from the date the Policy is taken out, and the cover will only take effect at the end of this period.

Article 1.3

LIMITS OF COVER

The compensation payable under this cover may not exceed the actual amount of the penalties charged, up to the limits set out in the table of cover amounts following the cancellation of the Holiday.

In all cases, the compensation shall not exceed the amount of the insured hire as stated on the insurance certificate. Application fees, insurance premiums, taxes (including airport taxes, which are refunded by the carrier or any collecting body) and visa fees are non-refundable.

Please note:

If the Insured Person cancels the Holiday at a late stage, the Insurer will only cover the cancellation costs payable on the date the Insured Event occurred.

If the Policy is taken out after the reason for cancelling the trip has arisen and the Insured Person has become aware of it, it will not give rise to any entitlement to cover.

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 set out under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGE?" in the General Provisions governing the cover provided by AREAS, the following cancellations are not covered:

- Illnesses or accidents that were first diagnosed, treated, relapsed, worsened or resulted in hospitalisation between the date the trip was booked and the date this Contract was taken out*
- To bodily injuries that occurred or gave rise to surgery, rehabilitation, further medical tests or a change in treatment during the thirty (30) days preceding the booking of the Holiday;*
- Medical contraindications to the Holiday not resulting from a serious illness, including those related to pregnancy, or from a serious bodily injury, in accordance with the conditions set out under 'Covered Events' in Article 1.1 of this cover;*
- The death of any person who is not an Insured Person, where such death occurs more than one (1) month before the first day of the insured Holiday;*
- Cosmetic treatment, a health cure, voluntary termination of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth;*
- A late application for a visa from the relevant authorities, or a passport that does not comply with requirements;*
- A medical event or condition where the diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not been classified as such by a competent medical authority, or which does not result in hospitalisation, or results in hospitalisation for less than 3 days;*

- *Physical accidents and illnesses the cause of which was known before the policy was taken out, except in the case of unforeseeable deterioration in health;*
- *Periodic check-ups and monitoring;*
- *Any circumstance that merely detracts from the Insured Person's enjoyment of the Holiday;*
- *Any event for which the travel organiser may be liable under Titles VI and VII of Law No. 92-645 of 13 July 1992 laying down the conditions for the organisation and sale of holidays;*
- *Failure to present, for any reason whatsoever, any of the documents essential for the journey, except in the cases provided for under this cover, as set out in Article 1.1 "NATURE AND SCOPE OF COVER";*
- *Delay 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 and unattended, or in a private place not fitted with a locking device, or where such a device is not activated or not fully secured);*
- *Theft of an identity card, driving licence or passport when these have been entrusted to a third party.*

2. INTERRUPTION OF STAY

Article 2.1

NATURE AND SCOPE OF COVER

If you are required to interrupt the Stay covered by this contract, we undertake to reimburse you for any unused rental services as well as any cleaning costs for the accommodation, for which you cannot claim reimbursement, replacement or compensation from the Service Provider should you be obliged to leave and return the rented pitch to the hotelier as a result of:

- **Serious illness, serious bodily injury or death of:**
 - ✓ yourself, your spouse, your ascendants or descendants up to the^{second} degree,
 - ✓ your fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a living person habitually residing in your household, the person accompanying you during your Stay, who is named and insured under this Contract, provided that your presence at their bedside or at their funeral is necessary during the travel period.
 - ✓ your professional replacement, provided that a replacement agreement has been signed and formalised before the date of booking the Holiday, as well as the person responsible during your Holiday for the care of your minor children, or a disabled person of whom you are the legal guardian and who lives under the same roof as you, provided that you are their legal guardian.
- **Serious property damage resulting from fire, explosion, water damage or natural disasters**, affecting more than 25 per cent of your business or private premises of which you are the owner, tenant or occupier free of charge, and which absolutely requires your presence during the period of the Stay to take the necessary protective measures.
- **Aggravated theft from your business or private premises** (which you own, rent or occupy free of charge), provided that the scale of the theft requires your presence during the period of your stay to take the necessary protective measures. A report must be filed with the authorities within 48 hours of the theft being discovered.

In the case of rented accommodation, cover for interruption of stay is granted on condition that the property has been completely vacated.

It is your responsibility to establish the facts of the situation giving rise to entitlement to our benefits; we therefore reserve the right to refuse your claim, on the advice of our medical adviser, if the information provided does not prove that the events actually took place.

EXTENSION FOR INTERRUPTION OF SPORTING ACTIVITIES:

By extension, in the case of sporting activities booked and paid for by the Insured Person as part of the holiday, **we will reimburse the Insured Person on a pro rata basis for the cost of non-refundable sporting activity packages** (ski

lift passes, ski lessons, sports equipment hire, etc.) included within the insured amount stated on the insurance certificate, which have already been paid for and remain unused, where the Insured Person is forced to stop taking part in the activity solely as a result of an Accident preventing them from practising that sport, subject to a one-day excess. Sports activity packages must be itemised on an invoice provided by the Service Provider.

Article 2.2

EXCESS

In all cases, the Insurer shall compensate the Insured, subject to deduction of an Excess, the amount of which is specified in the table of cover amounts.

Article 2.3

LIMITS OF COVER

In all cases, compensation shall not exceed either the amounts set out in the table of cover limits or the sum insured stated on the insurance certificate.

Any interruptions for reasons other than the events listed in Article 3.1 'Nature and scope of cover' are excluded from this cover.

Article 2.4

COMMENCEMENT AND DURATION OF COVER

The cover takes effect **upon handover of the keys to the Rented Property to the Tenant/Insured Person** and expires upon their return to the Landlord or the holiday rental agency acting on the Landlord's behalf.

It is also noted that this cover **applies solely** during the period of the Insured Stay (unless otherwise stated in the cover) as stipulated on the insurance certificate, the duration of which shall not exceed 90 consecutive days.

Article 2.5

EXCLUSIONS

In addition to the exclusions listed under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?" set out in the General Provisions governing the cover provided by AREAS, the following consecutive interruptions are not covered:

- *Illnesses or accidents that were first diagnosed, treated, relapsed, worsened or resulted in hospitalisation between the date of booking the Holiday and the date of taking out this policy;*
- *Any event occurring between the date the trip was booked and the date this policy was taken out;*
- *The death of any person who is not an Insured Person, where such death occurs more than one (1) month before the first day of the insured Holiday;*
- *Cosmetic treatment, a health cure, a voluntary termination of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth;*
- *Periodic check-ups and monitoring;*
- *A medical condition or illness whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not been classified as such by a competent medical authority, or which does not require hospitalisation or results in hospitalisation of less than 3 days;*
- *Medical procedures undertaken solely at the Insured Person's own request, except where medically necessary.*

3. LATE ARRIVAL

Article 3.1

NATURE AND SCOPE OF COVER

If an unforeseeable, unavoidable event beyond the Insured Person's control occurs during their outward journey between the Insured Person's home and the destination of the Holiday, and this event delays their arrival by more than 24 hours from the scheduled start date of the covered Holiday, **the Insurer shall compensate the Insured on a pro rata basis** for the services already paid for but not used, within the limits set out in the table of cover amounts.

Under no circumstances **may** the amount **exceed** the cancellation costs of the Holiday.

This cover is valid **provided that the Insured** has allowed a reasonable period of time to travel to the holiday destination.

Article 3.2

EXCESS

In all cases, the Insurer **shall pay compensation to the Insured**, subject to deduction of an excess specified in the table of cover amounts.

Clause 3.3

LIMITS OF COVER

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

Article 3.4

EXCLUSIONS

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

- *A late application for a visa from the relevant authorities, or a passport that does not comply with requirements.*

4. REPLACEMENT VEHICLE

Article 4.1

SPECIFIC DEFINITIONS

Material accident (involving the vehicle): The term 'accident' refers to any collision, impact with a fixed or moving object, overturning, running off the road, fire or explosion, etc., which results in the personal vehicle being immobilised at the scene of the accident and necessarily requires breakdown assistance or towing to a garage to carry out the necessary repairs.

Immobilisation (of the vehicle): 'Immobilisation of the personal vehicle' means any direct consequence that prevents the vehicle from being driven, or renders its driving dangerous in accordance with the provisions of the Highway Code. Immobilisation commences from the moment the vehicle is taken to the garage closest to the scene of the Breakdown, Accident, Theft or Attempted Theft of the vehicle. The duration of the Immobilisation will be specified by the repairer upon taking charge of the Personal Vehicle. It ends upon the actual completion of the repairs.

Breakdown (of the vehicle): 'Breakdown' means any mechanical, electrical, electronic or hydraulic failure of the personal vehicle which results in the vehicle being immobilised at the scene of the breakdown and which necessarily requires breakdown assistance or towing to a garage to carry out the necessary repairs. This definition includes any failure that makes it impossible to use the Vehicle under normal safety conditions or that is known to exacerbate the cause of the breakdown (e.g. the oil warning light is on). A power failure (flat battery) is excluded from this definition.

Attempted theft (of the vehicle): 'Attempted theft' means any break-in or act of vandalism (including theft of parts) which results in the personal vehicle being immobilised at the scene of the incident and which necessarily requires breakdown assistance or towing to a garage to carry out the necessary repairs.

You must report the incident to the relevant authorities within 48 hours of the date on which the attempted theft was discovered and send us a copy of this report.

Replacement vehicle: This refers to the vehicle hired by the Insured following the immobilisation of their personal vehicle in accordance with the terms of the 'Replacement vehicle' cover.

Personal vehicle: A vehicle belonging to the Insured and used during the Stay, subject to the exclusions set out in this Contract. Trailers or caravans towed by the personal vehicle are not covered.

Theft (of the vehicle): A sudden and unforeseen event resulting in the total disappearance of the Insured's Personal Vehicle, and which has been reported as a theft to the relevant authorities within 48 hours.

Article 4.2

NATURE AND SCOPE OF COVER

The “**Replacement Vehicle**” cover applies if you find yourself in difficulty as a result of your Personal Vehicle being immobilised **following a breakdown, a material accident or an aggravated theft**, during the Covered Stay.

If the vehicle is off the road **for more than 24 hours or if the stolen vehicle is not recovered within 48 hours**, we will reimburse you for the cost of hiring a replacement vehicle of a category equivalent to the immobilised or stolen vehicle (upon presentation of an invoice) for a maximum of 3 consecutive days, and in all cases only for the duration of the immobilisation included within the guaranteed period of stay.

Conditions of provision:

- ✓ the replacement vehicle must be of a category equivalent to that of the immobilised or stolen vehicle;
- ✓ **the replacement vehicle** must be returned to the branch where it was collected;
- ✓ **you must meet** the conditions required by the car hire companies.

Any events not specified in Article 5.2 'Nature and scope of cover' are excluded from this cover.

Article 4.3

EXCLUSIONS

In addition to the exclusions listed under the heading “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?” set out in the General Provisions governing the cover provided by AREAS, the following are not covered:

- *running out of fuel and misfuelling;*
- *a puncture;*
- *the loss, misplacement, theft or breakage of keys, with the exception of a key breaking in the vehicle's steering lock;*
- *repeated breakdowns of the same nature caused by the vehicle not having been repaired in the month preceding the incident;*
- *problems with and breakdowns of the air conditioning;*
- *theft resulting from the negligence of the Insured or any other person accompanying them (such as leaving the keys in the car);*
- *bodywork damage that does not result in the vehicle being off the road, unless otherwise stipulated in the contract;*
- *the consequences of the vehicle being off the road whilst undergoing maintenance;*
- *breakdowns of non-standard alarm systems.*

Our cover excludes reimbursement of:

- *fuel costs;*
- *personal belongings left in and/or on the vehicle;*
- *customs and storage charges, except where prior agreement has been obtained from the assistance service;*
- *goods and animals being transported;*
- *vehicle repair and towing costs, and spare parts;*
- *any costs other than the provision of a replacement vehicle within the limits set out in the table of cover amounts.*

Our cover also excludes the following personal and replacement vehicles:

- *motorbikes with an engine capacity of less than 125 cm³;*
- *mopeds and motorised bicycles;*
- *luggage trailers with a maximum authorised mass exceeding 750 kg;*
- *non-standard trailers and any trailers other than those intended for the carriage of luggage, as well as boat trailers and vehicle transport trailers;*
- *registered microcars driven without a licence;*

- *vehicles intended for the carriage of passengers for hire, such as driving school cars, ambulances, taxis, hearses and hire vehicles;*
- *vehicles intended for the carriage of goods and animals.*

5. THE HIRER'S CIVIL LIABILITY WHILE ON HOLIDAY

Article 5.1

SPECIFIC DEFINITIONS

Accident: Any sudden, unforeseen event beyond the Insured's control occurring during the Holiday.

Insured Person / Tenant: The Tenant, a natural person party to the Tenancy Agreement and named (surname, first name, address) on the Tenancy Agreement – The Insured Person's spouse, their children or those of their spouse, as well as any other persons accompanying the Insured Person on the Holiday covered by the Tenancy Agreement, are also considered Insured Persons.

Water damage: Damage caused by accidental water leaks or overflow from any water-using or heating appliances in the rented property.

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

Personal injury: that is to say, accidental bodily injury caused to third parties.

Consequential non-material loss: Loss resulting from the deprivation of the enjoyment of a right, the interruption of a service provided by a person or by movable or immovable property, or the loss of profit resulting from a covered personal injury and/or material damage.

Explosion: A sudden and violent release of pressure or a sudden drop in pressure caused by gas or steam.

Lessor: A natural or legal person who makes the Leased Property available to the Insured under the Lease Agreement and who is a party to that agreement.

Fire: Combustion involving flames outside a normal hearth

Third party: Any person other than the Insured. Any Insured who suffers bodily injury, property damage or consequential non-pecuniary loss caused by another Insured (the Insured are regarded as third parties in relation to one another). Any natural or legal person, excluding the Insured, members of their family, persons accompanying them and their employees.

Depreciation: The reduction in value of the rented property and the entrusted movable property affected by a loss, compared with an identical new item.

Claim: A claim made by the Lessor holding the Insured Party liable.

Loss: Damage or a series of damages caused to the Lessor resulting from a harmful event and which has been the subject of a Claim. All damages resulting from the same harmful event, regardless of when they occur, constitute a single Loss.

Article 5.2

NATURE AND SCOPE OF COVER

Cover is provided exclusively:

- ✓ if the occupant is a resident of the European zone or, if the Tenant is a resident outside the European zone, for a property let in Europe;
- ✓ if the term of the tenancy agreement does not exceed 90 days.

The Holiday Civil Liability cover is provided only in the absence of insurance of the same nature taken out elsewhere by the Insured, or where such insurance does not cover the consequences of the Claim.

Tenant's civil liability

We cover the financial consequences of any liability you may incur as a Tenant (or temporary occupier) towards the Owner of the rented property occupied for holiday purposes and towards neighbours and third parties, for material and non-material damage resulting from covered material damage (loss of rent and loss of use) following a fire, an explosion, water damage or glass breakage.

Article 5.3

COMMENCEMENT AND DURATION OF COVER

The cover takes effect upon handover of the keys to the rented property to the Tenant/Insured Person and expires upon their return to the Landlord or their representative.

It is also noted that this cover **applies only** during the period of the insured stay (unless otherwise stated in the cover) as stipulated on the insurance certificate, the duration of which shall not exceed 90 consecutive days.

Article 5.4

EXCLUSIONS

In addition to the exclusions set out under the heading "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?" in the General Provisions governing the cover provided by AREAS, the following are excluded from Civil Liability cover:

- *Any Insured Person listed in any official, governmental or police database of proven or suspected terrorists; any Insured Person who is a member of a terrorist organisation, a drug trafficker, or involved as a supplier in the illegal trade in nuclear, chemical or biological weapons;*
- *The disintegration of an atomic nucleus or any radiation emanating from a radioactive energy source;*
- *Damage caused intentionally or fraudulently by the Insured Person or with their complicity;*
- *Damage for which the Tenant/Insured is not liable under civil law;*
- *Damage arising outside the rented premises occupied or made available to the Insured;*
- *The Insured's civil liability in the event of non-payment for the rented property;*
- *Damage resulting from wilful damage, cigarette burns or damage caused by any other smoking-related item;*
- *Any damage caused by damp, condensation, mist or smoke;*
- *Faults in appliances made available to the Insured;*
- *Damage caused to light bulbs, fuses, consumables or products;*
- *The theft of entrusted property;*
- *The theft or loss of keys to the rented property;*
- *Items missing from the inventory;*
- *Installations located outside the rented buildings that do not belong to the Landlord;*
- *Castles or buildings listed as historic monuments;*
- *Damage sustained whilst the premises containing the insured items are occupied by third parties other than the Tenant;*
- *Damage resulting from a failure to maintain the property by the Lessor or the Owner of the rented property;*
- *Damage resulting from the use or operation of the let property or movable property in a manner not in accordance with the tenancy agreement;*
- *The consequences of contractual obligations exceeding those to which the Tenant is legally bound;*
- *Damage caused to a boat whilst it is not moored to a jetty;*
- *Damage to or theft of jewellery of any value, works of art, watches, carpets and tapestries valued at over €300;*
- *Facilities outside the rented property: swimming pools, tennis courts;*
- *Damage to plants and vegetation;*
- *Buildings under construction or being demolished;*
- *Buildings used for professional or commercial purposes;*
- *Fire damage caused by a campfire or by a chimney that had not been swept at the time the damage occurred;*

- *Damage occurring outside the rental period specified in the Rental Agreement;*
- *Damage caused to animals;*
- *Hunting;*
- *The use of any motor vehicle or any aircraft, seagoing vessel or river craft;*
- *The carrying out of any professional activity;*
- *The costs of repairing, unblocking or replacing pipes, taps and appliances fitted to the water and heating systems;*
- *Theft of items left in courtyards, terraces and gardens;*
- *Seepage, backflow, overflow or flooding from bodies of water, watercourses or springs;*
- *Damage resulting from the rupture or overflow of removable or inflatable swimming pools;*
- *Damage to property and items belonging to the Tenant;*
- *Damage to premises owned by the Insured;*
- *Damage caused to the Insured's partners, agents and employees whilst carrying out their duties;*
- *The Insured's civil liability in the event of non-payment for the rented property.*

Article 5.5

AMOUNTS AND LIMITS OF COVER

The Insurer's maximum liability for all damages is set out in the **table of cover amounts**.

Article 5.6

SETTLEMENT – ACKNOWLEDGEMENT OF LIABILITY

No admission of liability or settlement to which you have **agreed without our consent** shall be binding on us.

However, **an admission of a material fact** is not considered an admission of liability, nor is the mere act of providing emergency assistance to a victim, where this constitutes an act of assistance which any person is entitled to perform.

Article 5.7

PROCEDURE

In the event of legal proceedings brought against you before a civil, commercial or administrative court, we will defend you and conduct the proceedings in respect of the facts and damages covered by the terms of this contract.

However, you may join our proceedings provided you can demonstrate a personal interest not covered under this policy.

In the event of proceedings before a criminal court, we shall defend your interests if the victims have not been compensated, provided that you agree that this defence is to be conducted by the legal advisers appointed by the insurer at the same time as the civil claims are being dealt with.

The fact that we provide your defence as a precautionary measure shall not be construed as an acknowledgement of cover and does not in any way imply that we agree to cover any damages not covered by this contract.

Clause 5.8

REMEDIES

With regard to remedies:

- ✓ **before civil**, commercial or administrative **courts**, we are free to exercise them within the scope of the cover provided by this policy;
- ✓ **before criminal courts**, remedies may only be exercised with your consent where your criminal interests are still at stake.
- ✓ **if the dispute now concerns only civil interests**, your refusal to give your consent to the exercise of the proposed remedy entitles us to claim compensation from you equal to the loss we have suffered as a result.

You **may** not **object** to us bringing a claim against a liable third party.

Article 5.9

INVALIDITY OF FORFEITURES

Even if you fail to fulfil your obligations following a Claim, **we are obliged to compensate**, on your behalf, those persons to whom you are liable.

We nevertheless retain, in such cases, the right to bring **a claim** against you **for reimbursement** of all sums we have paid or set aside on your behalf.

Article 5.10

LEGAL COSTS

We shall bear the costs of legal proceedings, settlement agreements and other settlement costs. However, if you are ordered to pay an amount in excess of the sum insured, each of us shall bear these costs in proportion to our respective shares of the order.

6. LUGGAGE

Article 6.1

SPECIFIC DEFINITIONS

Luggage: property belonging to the Tenant/Insured Person taken by them to the Holiday Destination, **with the exception of Valuables and the property listed in Article 7.8 of this cover.**

Valuables:

- ✓ **jewellery**, items made of precious metals, pearls, semi-precious stones and watches with a purchase value exceeding €50,
- ✓ **luxury items**, wallets, bags, leather goods and clothing with a unit value exceeding €500,
- ✓ **cameras**, camcorders, portable games consoles, multimedia players and laptops belonging to the Insured Person that were purchased less than 3 years ago.

Clause 6.2

NATURE AND SCOPE OF COVER

We cover the Tenant's/Insured Person's **Luggage** solely within the Rented Property and during the Rental period stipulated in the insurance certificate, up to the limits set out in the table of cover amounts, in the event of:

- ✓ **Theft committed within the Rented Property**, i.e. committed by a third party, **by assault or by forced entry**, and recorded as such by a competent authority within 48 hours of the theft,
- ✓ **Total or partial destruction**, including damage caused by natural forces.

The Insured's **Valuables** are also covered up to the limit specified in the table of cover amounts and only under the following conditions:

- ✓ **Theft committed within the rented property**, that is to say, committed by a third party, **by means of assault or forced entry**, and recorded as such by a competent authority within 48 hours of the theft.

Valuables are covered subject to the provision of the original purchase invoices for such items.

Extensions of cover:

- 1) If you use a car to travel to the location of your insured Holiday, aggravated theft committed by breaking **into the vehicle** is covered provided that your Luggage and Valuables are contained in the locked boot of the vehicle and out of sight. Only theft involving a break-in of the vehicle is covered. This extension of cover takes effect on the first day of the holiday and expires on the last day of the holiday.

If the vehicle is parked on a public road, cover is only provided between 7.00 am and 10.00 pm.

- 2) If you use a duly authorised transport company to travel to the location of your insured Holiday, we cover the loss of Luggage by the transport company solely during transport, provided that it has been checked in or duly entrusted to the authorised carrier. This extension of cover takes effect from the date and time of check-in with the authorised carrier and expires on the scheduled return date of the Holiday.
- 3) During the insured holiday, if the Insured Person requires a cash advance following the loss or aggravated theft of their means of payment during the rental period, the Insurer may grant a cash advance up to the amount specified in the table of cover limits, in exchange for a security cheque for an amount corresponding to the advance. A promissory note will be required from the Insured at their place of Stay. This advance must be repaid within one month of the Insurer submitting a claim for repayment.

Article 6.3

COMMENCEMENT AND DURATION OF COVER

The cover takes effect **upon handover of the keys to the rented property to the Tenant/Insured Person** and expires upon their return to the Landlord or the holiday rental agency acting on their behalf, unless otherwise stated in the cover.

It is also noted that this cover **applies only** during the period of the insured Stay (unless otherwise stated in the cover) as stipulated on the insurance certificate, the duration of which shall not exceed 90 consecutive days.

Article 6.4

CALCULATION OF COMPENSATION

Compensation is calculated on **the basis of the replacement value** on the date of the claim, less depreciation, without applying the proportional rule provided for in the Insurance Code (Article L 121-5).

The amounts of cover **do not accumulate** with any cover that may be provided by the transport company.

Article 6.5

LIMIT OF COVER

In all cases, the Insurer's maximum liability **is limited** to the amount specified in the table of cover limits.

Article 6.6

RECOVERY

As our cover is supplementary to other cover provided elsewhere, **it is the Insured's responsibility** to pursue a claim against any party liable for the damage.

The Insured must, first and foremost, take **all necessary measures** to minimise the damage and have it recorded by the relevant authorities.

Luggage damaged during the journey or stay, or not returned by the transport company, must be the subject of a certificate of irregularity and an official report drawn up by the transport company before being accepted by the Insured.

If the Insured Party only discovers the damage after delivery, they must, within three days, request that the said carrier draw up a report and statement of findings: in the event of a refusal to do so, the Insured Party must lodge their objection within three days.

Article 6.7

WHAT HAPPENS IF YOU RECOVER ALL OR PART OF YOUR LUGGAGE OR VALUABLES?

You must notify your managing broker, **Gritchen Affinity**, immediately by registered letter as soon as you become aware of this:

- **If we have not yet paid you the compensation**, you must take back possession of the said luggage, items, or personal effects and/or valuables; in that case, we are only liable for payment in respect of any damage or missing items.
- **If we have already paid you compensation**, you may choose within 15 days:
 - ✓ **Either to relinquish** the said luggage or items in our favour,
 - ✓ **Either to reclaim** the said luggage or items, subject to the repayment of the compensation you have received, less, where applicable, the portion of that compensation corresponding to any damage or loss.

If you have not made a choice **within 15 days**, we will assume that you have opted to relinquish the claim.

Article 6.8

EXCLUSIONS

In addition to the exclusions set out under the heading “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGE?” in the General Provisions governing the cover provided by AREAS, the following are not covered:

- *Animals, goods, consumables, cash, cheques, credit cards (unless otherwise specified in the cover), memory cards, transport tickets, computer equipment (unless otherwise specified in the cover), telephone equipment, DVDs, alarms, video games and accessories, furs, securities of any kind, pens, lighters, documents recorded on tape or film, paper documents and securities of all kinds, collections and professional equipment, keys, bicycles, trailers, caravans and all means of transport, spectacles, binoculars, contact lenses, prostheses and devices of any kind, medical equipment, medicines, perishable goods, as well as any items confiscated by customs and not returned to the Insured;*
- *Theft or damage resulting from oversights or negligence on the part of the Insured or any other occupant of the rented property, i.e. leaving luggage or any other items visible from outside the vehicle and/or without having fully closed and locked the access points, or in a private place not fitted with a locking device or where such a device has not been activated;*
- *Theft other than aggravated theft;*
- *The theft of the Insured's luggage and valuables from a vehicle between 10.00 pm and 7.00 am or from a convertible vehicle;*
- *Indirect losses such as loss of use, fines;*
- *Damage resulting from an inherent defect in the insured item, or from its normal and natural wear and tear;*
- *Loss (unless otherwise stipulated in this cover under Article 7.2), misplacement or exchange by the Insured;*
- *Sports equipment of any kind;*
- *Theft whilst camping;*
- *Damage caused by accidents involving smokers, or by the spilling or leaking of greasy, staining or corrosive substances forming part of the insured luggage;*
- *Breakage of fragile items such as porcelain, glass, ivory, pottery and marble;*
- *Damage or theft occurring outside the rented property, unless specifically covered by additional cover;*

7. BREAKAGE OR THEFT OF THE TENANT'S INSURED SPORTS EQUIPMENT

Article 7.1

SPECIFIC DEFINITIONS

Accidental breakage: Any total destruction or partial damage to the hired sports equipment that impairs its proper functioning and results from an Accidental Event.

Accidental Event: An action, reaction or resistance by a factor external to the Insured or the damaged property, resulting from a sudden, external or involuntary event.

Article 7.2

NATURE AND SCOPE OF COVER

In the event of **aggravated theft or accidental damage** to the Insured's **personal sports equipment**, we will reimburse you for the cost of hiring identical replacement equipment from a professional provider, up to the amount specified in the table of cover limits.

In the event of **accidental damage**, cover is provided subject to the Insured Person producing a document from the hire company confirming that the damaged equipment was presented to them.

In the event of theft, a report must be filed with the relevant authorities **within 48 hours** of the date on which the theft was discovered.

Any events other than those specified in Article 8.2 "Nature and scope of cover" are not covered.

Article 7.3

COMMENCEMENT AND DURATION OF COVER

The cover takes effect upon **handover of the keys to the Rented Property to the Tenant/Insured Person** and expires upon their return to the Landlord or the holiday rental agency acting on their behalf.

It is also noted that this cover **applies** solely during the period of the insured Stay (unless otherwise stated in the cover) as stipulated on the insurance certificate, the duration of which shall not exceed 90 consecutive days.

Article 7.4

EXCLUSIONS

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

- *the theft of the Insured's sports equipment resulting from forgetfulness or negligence on their part or on the part of the person accompanying them, i.e. leaving the sports equipment visible from outside their vehicle and/or without having fully closed and locked the access points, or in a private location not fitted with a locking device or where such a device has not been activated;*
- *theft other than aggravated theft;*
- *theft committed without breaking and entering or using false keys;*
- *the theft of the Insured's sports equipment from a vehicle between 10.00 pm and 7.00 am or from a convertible vehicle;*
- *indirect losses such as loss of use, fines;*
- *damage resulting from an inherent defect in the insured item, or from its normal and natural wear and tear;*
- *damage other than accidental material damage;*
- *loss, misplacement or exchange;*
- *theft whilst camping;*
- *damage to the insured equipment that does not impair its proper functioning, such as scratches, chips and scuffs;*
- *damage resulting from failure to follow the instructions for use and maintenance provided by the shop;*
- *damage covered by the manufacturer's, distributor's or fitter's warranty;*
- *wilful misconduct or fraud on the part of the Insured.*

8. EXTENSION TO COVER EXCLUSIONS FOR SPA GUESTS

Only if the extension was taken out at the time of enrolment and is mentioned in the membership certificate

Notwithstanding the exclusions set out in Article 1.4 and Article 3.4 of this section, cancellation and interruption cover shall be provided to spa treatment bookers under this option, in the event of Illness or Accident suffered by the Insured Person and certified by a medical doctor up to the first day of the spa treatment, preventing the Insured Person from undertaking said treatment – the main purpose of the Holiday for which they had registered.

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

9. INABILITY TO RETURN DUE TO AN EXCEPTIONAL EVENT

Article 9.1

NATURE AND SCOPE OF COVER

The term ‘**exceptional** event’ means any natural event, such as an earthquake, a volcanic eruption, a tidal wave, a flood or a natural disaster, caused by the abnormal intensity of a natural force, and recognised as such by the public authorities.

If, whilst at their place of stay, the Insured Person is **unable** to return to their usual place of residence on the scheduled date due to force majeure resulting from an exceptional event, the Insurer shall cover the costs of extending their stay upon presentation of the original supporting documents, up to the limits set out in the table of cover limits specific to this cover.

The term ‘**costs of extending the stay**’ refers to the costs of accommodation, food and the purchase of essential items (toiletries, children’s products, etc.).

Cover will only apply to the Insured Person if they are unable to use any means of transport to return from their holiday.

Article 9.2

LIMITS OF COVER

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

Article 9.3

EXCLUSIONS

In addition to the exclusions set out under the heading “WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?” in the General Provisions governing the cover provided by AREAS, total or partial closures of the airport resulting from the following events are excluded from cover:

- Strikes, political risks, war, civil war, attacks, acts of terrorism, riots and popular uprisings, epidemics or pandemics.

GENERAL PROVISIONS OF THE INSURANCE COVERAGE S IN SECTION I

General Definitions

The following definitions apply **to all insurance cover provided by AREAS**, unless specific definitions apply to individual policies.

Serious bodily injury: Any unintentional bodily injury suffered by the victim, resulting from the sudden action of an external cause as certified by a medical doctor, leading to the issue of a prescription for medication or treatment for the injured person and necessitating the cessation of all professional activity or, in the absence of professional activity, any other basic activity required as part of daily life, and preventing the injured person from travelling unaided.

Policyholder: A natural person who has taken out the insurance policy in connection with their holiday booking and has paid the corresponding insurance premium.

Contingency: An unintentional, unforeseeable, unavoidable and external event.

Insured Person(s)/Tenant(s): Natural person(s) duly insured under this Policy, in accordance with the cover taken out, and whose surname(s) and first name(s) appear on the application form or in the special conditions of the Policy, also referred to as the 'Booker(s)'.

Insured Person(s)/Owner(s): A natural or legal person who owns a property, domiciled in the European Union, including Switzerland, the United Kingdom and Monaco, intended for holiday stays, which they offer for let to holidaymakers through a letting agency or directly.

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

Attack/Acts of terrorism: The term 'attack' refers to any act of violence constituting a criminal or unlawful assault against persons and/or property in the country in which you are staying, with the aim of seriously disrupting public order. Such an 'attack' must be recognised as such by the French Ministry of Foreign Affairs

Beneficiary: A person entitled to benefits paid not in their own right, but by virtue of their relationship with the Insured. Unless otherwise stipulated at the time of taking out this Policy, this refers exclusively to the Spouse, failing that the children, and failing that the heirs of the Insured.

Rented Property: Furnished accommodation let on a holiday basis by the Owner or a letting agency for holiday stays. The Rented Property must meet all of the following conditions cumulatively:

- ✓ the Rented Property must be accommodation in a built structure (a permanent, fixed-location house or flat) or a moored boat,
- ✓ the Rented Property must not be staff accommodation,
- ✓ the let property must be let on a temporary basis for a holiday stay of fewer than 90 consecutive days.

Natural disaster: An event of abnormal intensity caused by a natural force not resulting from human intervention and recognised as such by the authorities of the country in which it occurs.

Insurance Code: A collection of legislative and regulatory texts governing the insurance contract.

Spouse : C pouse or cohabiting partner (whether in a civil partnership or in a de facto relationship) of the Insured, of the opposite or the same sex, living under the same roof.

Tenancy Agreement: An agreement entered into between the Landlord or the letting agency and the Tenant for the provision of the let property for private use (the term of which must not exceed 90 days).

The tenancy agreement must provide the following information: address of the rental property, description of the accommodation, duration of the tenancy with arrival and departure dates, date the agreement was signed, signatures of the parties, identity of the occupants, tenant's address, rental price including VAT, the amount of the deposit paid at the time of booking and the security deposit paid upon moving into the premises.

Forfeiture: A contractual penalty which deprives you of all cover for the claim to which it applies. It is not enforceable against injured parties other than the Insured or their beneficiaries if you incur it as a result of failing to fulfil your obligations following a claim.

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

DOM-ROM, COM: The terms DROM, POM and COM refer to the new designations for the French overseas departments and territories (DOM-TOM) following the constitutional reform of 17 March 2003, which amended the names and definitions of the DOM-TOM.

Personal injury: Any physical or psychological harm suffered by a person, as well as any resulting non-material damage.

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

Consequential non-material damage: Any damage other than personal injury or property damage, consisting of financial costs and losses resulting from the deprivation of the enjoyment of a right, the interruption of a service provided by a person or by property, or the loss of profit, and arising from a covered personal injury or property damage.

Duration of cover: Cover is provided to the Insured for a period specified in the Special Conditions of the Contract and in accordance with these General Conditions.

Transport operator: 'Transport operator' means any company duly authorised by the public authorities to carry passengers.

Event (covered): Any occurrence giving rise to harmful consequences, which may result in the activation of one or more cover provisions under the Contract.

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

Excess: The amount that remains payable by the Insured in the event of a claim.

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

Assistance claims handler: **AWP FRANCE SAS**, a simplified joint-stock company with a share capital of €7,584,076.86, registered under number 490 381 753 in the Bobigny Trade and Companies Register. Registered office: 7, rue Dora Maar – 93400 Saint-Ouen. Insurance brokerage firm – ORIAS registration no. 07 026 669 – <http://www.orias.fr/>, trading under the business name '**Mondial Assistance**'.

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

(Seasonal) rental: A stay of fewer than 90 consecutive days in premises of the rented property intended for holiday stays, where the Tenant is neither the owner nor a long-term tenant.

Family members: A family member is defined as a person who can prove a family relationship (by law or in fact) with the Insured Person from the following list: spouse; ascendants or descendants up to the second degree; fathers-in-law; mothers-in-law; sisters; brothers; brothers-in-law; sisters-in-law; sons-in-law; daughters-in-law. They must be resident in the same country as you, unless otherwise specified in the contract.

Illness/Accident: A sudden and unforeseeable deterioration in health, confirmed by a competent medical authority, which precludes the insured stay and requires appropriate treatment.

Serious illness: A sudden and unforeseeable deterioration in health, confirmed by a competent medical authority, resulting in the issue of a prescription for medication or treatment for the patient and necessitating the cessation of all professional activity or, in the absence of professional activity, any other basic activity required as part of daily life.

Negligence: Any actions on the part of the Insured Person in relation to property or events, which have resulted in foreseeable damage (or loss) to themselves, to another insured person, or to a third party, and which could have been avoided in the circumstances in question.

Rental agency: A professional operating in the holiday rental sector, through whom the booking for the insured Stay was made (also referred to as the 'Service Provider'), and duly authorised by the Policyholder to distribute the ASSURLODGE Policy.

(Insured) Holiday: An Insured Holiday means any holiday let of a let property made available by the Owner to the Tenant, the duration and location of which are specified in the insurance certificate, situated anywhere in the world, for a maximum, non-renewable period of 90 consecutive days.

Policyholder: Refers to Gritchen Affinity acting on behalf of the Members and undertakes to pay the premiums.

Claim: An event likely to trigger the application of cover under the Policy.

Subrogation: A legal situation in which a person is transferred the rights of another person (*in particular: the insurer stepping into the insured's shoes for the purposes of bringing proceedings against the opposing party*).

Territoriality:

Cover applies:

- ✓ Where the Insured Party with a reservation of rights resides in a country of the European Union, including Switzerland, the United Kingdom and Monaco, for rented property located anywhere in the world (unless otherwise stipulated), with the exception of countries that are politically unstable and for which travel is advised against by the French Ministry of Foreign Affairs.
- ✓ Where the Insured Party with a reservation resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco, for rented property situated in a country within the European Union, Switzerland, the United Kingdom and Monaco

Third party: Any person other than the Insured. Any Insured who suffers bodily injury, material damage or consequential non-material loss caused by another Insured (the Insured are regarded as third parties in relation to one another). Any natural or legal person, excluding the Policyholder, the Insured, members of their family, persons accompanying them and their employees.

Wear and tear: The reduction in value, on the date of the Claim, of an item caused by prolonged use or its state of maintenance.

Ageing: The effect of the accumulation of wear and tear, age or state of repair, on the date of the Claim, on the value of an item.

General age-related depreciation applied:

- **10 per cent per year from the date of purchase of the damaged property**, upon presentation of the purchase invoice for the property;
- **80 per cent per year in the absence of a purchase invoice**, based on the purchase price including VAT on the date of the loss, capped at €200 (unless otherwise specified in the 'Damage to movable and/or immovable property' cover).

Aggravated theft: Fraudulent removal of property committed by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: Burglary, Robbery, as recorded in the police report.

Burglary: The theft of property belonging to the Insured committed by a third party by forcing, damaging or destroying the external locking mechanism (which was engaged at the time of the theft) enclosing the property that was stolen. The theft must be substantiated by the presence of serious evidence, in particular physical traces found on the external locking mechanism:

- From a building or movable property,
- A motorised land vehicle, provided that the insured property is not visible from the outside.

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

Payment of the premium: Should the Policyholder fail to pay the premium upon taking out this Policy, the Policy shall be deemed null and void and shall not give rise to any compensation.

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?

We cannot provide cover where your claims for cover or benefits are the result of:

- *Atypical pneumonia or severe acute respiratory syndrome (SARS, COVID), avian flu or influenza A-H1N1, as well as epidemics and pandemics recognised by national or international health authorities;*
- *an unstable medical condition that has been diagnosed or treated within 30 days prior to booking the holiday;*
- *failure to be vaccinated, refusal to be vaccinated or lack of vaccination;*
- *natural disasters and pollution recognised as such by the competent authorities;*
- *civil war or foreign war, riots or popular uprisings, in accordance with Article L121-8 of the Insurance Code;*
- *a strike (unless otherwise stipulated in the CANCELLATION cover), an attack or an act of terrorism;*
- *the voluntary participation of the Insured and of persons travelling with the Insured and covered under this Policy in a crime, an offence, a brawl, a riot, civil unrest, a coup d'état, a hostage-taking or a strike, except in cases of self-defence;*
- *intentional failure to comply with the regulations of the country visited;*
- *the disintegration of the atomic nucleus or any exposure to ionising radiation;*
- *the misuse of medication or the use of narcotics not prescribed by a doctor, as confirmed by a competent medical authority;*
- *damage resulting from the Insured's consumption of alcohol, characterised by a blood alcohol level equal to or higher than that set by the regulations of the country visited governing road traffic;*
- *accidents or damage caused or brought about intentionally by the Insured Person or with their complicity;*
- *the practice of sport on a professional basis;*
- *participation in endurance or speed events, on board any motorised land, water or air vehicle;*
- *participation as a competitor in any competition or event organised by a sports federation or association;*
- *failure to comply with safety rules brought to the attention of the Insured and persons travelling with the Insured and insured under this Policy, as well as members of the Insured's family, in connection with the practice of sporting activities;*
- *the Insured's failure to comply with safety rules imposed by the carrier or with any regulations or prohibitions issued by local authorities;*
- *suicide or attempted suicide by the Insured Person and persons travelling with the Insured Person and insured under this Policy, as well as members of the Insured Person's family;*
- *the absence of a fortuitous event;*
- *the insured property and/or activities where the insurer is prohibited from providing an insurance contract or service as a result of sanctions, restrictions or prohibitions provided for by treaties, 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;*
- *the insured property and/or activities where they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law. It is understood that this provision applies only where the insurance contract, the insured property and/or activities fall within the scope of the decision imposing restrictive sanctions, a total or partial embargo or a prohibition;*

- *events for which liability may lie with either the Rental Organisation or the Owner pursuant to Title I of Law No. 2009-888 of 22 July 2009 on the development and modernisation of tourism services;*
- *restrictions on the free movement of persons and goods, airport closures, or border closures;*
- *costs not supported by original documents;*
- *any event for which the transport company may be liable (unless otherwise stipulated in the 'Luggage' cover) or any other service provider involved in the holiday;*
- *Any failure of any kind, including financial failure, on the part of the transport company rendering it impossible for it to fulfil its contractual obligations;*
- *the consequences of criminal proceedings to which the Insured is subject;*
- *any event occurring between the date of booking the holiday and the date the Policy was taken out;*
- *the payment of fines;*
- *the Insured's participation in a bet;*
- *the storage, transport and use of fireworks, the use of which is regulated;*
- *aggravated theft other than theft by breaking and entering or robbery;*
- *thefts not mentioned in the police report as falling within one of the categories of aggravated theft provided for in the insurance policy (theft by breaking and entering or robbery);*
- *The following consequences are also excluded from the Policy:*
- *situations involving a risk of infection in the context of an epidemic;*
- *exposure to infectious biological agents,*
- *exposure to chemical agents such as combat gases,*
- *exposure to incapacitating agents,*
- *exposure to radioactive agents,*
- *exposure to neurotoxic agents or agents with residual neurotoxic effects,*
- *which are subject to quarantine, preventive measures, specific monitoring or recommendations from international or local health authorities.*
- *In addition to these general exclusions, there are specific exclusions set out*
- *under each of the Policy's cover provisions.*

What are the applicable limits in the event of force majeure?

The Insurer or the Managing Broker shall under no circumstances be held liable for any failure or delay in the performance of its obligations resulting from force majeure, or from events such as civil or foreign war, well-known political instability, riots or popular uprisings, lock-outs, strikes, attacks, acts of terrorism, piracy, restrictions on the free movement of persons and goods, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other natural disasters, nuclear fission, explosions of devices and radioactive 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 agreed upon by mutual consent, it shall be assessed **by means of an amicable expert valuation**, subject to our respective rights.

Each of us **shall appoint our own expert**. If these experts cannot reach agreement, they shall call upon a third expert, and all three shall act jointly and by majority vote.

Should either of us fail to **appoint an expert, or should the two experts** fail to agree on the choice of a third, the appointment shall be made by the President of the High Court, ruling in summary proceedings.

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

Penalties

Any wilful concealment or false statement, omission or inaccuracy regarding the circumstances of the risk known to the Insured **shall be penalised** in accordance with the provisions of Articles L. 113-8 and L. 113-9 of the Code, *namely:*

- (a) **even if it had no bearing on the claim**, by the nullity of the contract in the event of bad faith on the part of the Insured;

b) **depending on whether it is discovered before or after the claim**, where the Insured's bad faith is not established, by the following consequences:

- **before the loss**, by an increase in premiums or the termination of the contract,
- **after the loss**, by a reduction in the compensation payable for the loss in proportion to the premiums that would have been due had the risks been accurately and fully declared. The rate used as the basis for this reduction is, as the case may be, that applicable either at the time the contract was taken out, or on the date the risk increased, or, if this cannot be determined, on the last renewal date preceding the loss.

Other insurance policies

In accordance with Article L. 121-4 of the Insurance Code, **if all or part of the risks covered by this policy are or become covered by another insurance policy**, the Insured must immediately notify the company thereof, stating the name of that insurer and the sums insured.

Where several insurance policies covering the same risk are taken out in a fraudulent or deceitful manner, the penalties provided for in Article L. 121-3, first paragraph, of the Insurance Code (nullity of the contract and damages) shall apply.

Where such policies are taken out without fraud, each shall take effect within the limits of the cover provided by the contract and in accordance with the provisions of Article L. 121-1 of the Insurance Code, with the exception of the civil liability cover under this contract, which applies only if the Insured is not covered by civil liability cover under another insurance contract in force on the date of the harmful event and capable of covering the financial consequences thereof.

Within these limits, the policyholder **may obtain compensation for their losses** by contacting the insurer of their choice.

Protection of personal data

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), 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') via your **GRITCHEN AFFINITY** Account Manager.

The information collected **is processed** for the purposes of managing this application and the commercial relationship.

Unless you object, **your data may be used by your Manager**, whose contact details are set out in this document, for the purpose of marketing the insurance products they distribute.

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

This data **is retained** for the statutory limitation periods. Aréas Assurances discloses your data, including outside the European Union, solely to intermediaries, group companies, partners, reinsurers, service providers or authorised professional bodies that require it in the course of our business.

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

You have the following rights in relation to the processing of personal data carried out by **Aréas Assurances** through your **GRITCHEN AFFINITY** Account Manager: **to access your data, request its rectification in the event of an error, request its erasure, request the restriction of its processing, request data portability, object to its processing and set out instructions regarding what should happen to your data in the event of your death.**

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

All your rights may be exercised by contacting the Insurer's Data Protection Officer: **Aréas-Dommages:**
dpo@areas.fr,

or via your Administrator:
GRITCHEN AFFINITY: conformite@gritchen.fr.

Finally, you have the right to lodge **a complaint with the CNIL.**

You can find further information about your rights on our website: www.areas.fr or on the CNIL's website: www.cnil.fr.

In this regard, the Insured acknowledges that they have been informed that the Insurer processes their personal data and that, furthermore:

- **Answers to the questions asked** are mandatory and that, in the event of false statements or omissions, the consequences for the Insured may include the nullity of the policy (Article L 113-8 of the Insurance Code) or a reduction in compensation (Article L 113-9 of the Insurance Code).
- **The processing of personal data** is necessary for the conclusion and performance of the policy and its cover, for the management of commercial and contractual relations, or for compliance with applicable legal, regulatory or administrative provisions.
- **The data collected and processed** is retained for the period necessary to fulfil the contract or the legal obligation. This data is then archived in accordance with the time limits set out in the provisions relating to limitation periods.
- **The recipients of the data** concerning the policyholder are, within the limits of their remit, the Insurer's departments responsible for the conclusion, management and performance of the insurance contract and the cover provided, as well as its delegates, agents, partners, subcontractors and reinsurers in the course of carrying out their duties.

Combating money laundering and terrorist financing

To meet its legal obligations, the Insurer carries out monitoring activities aimed at combating money laundering and the financing of terrorism and at enforcing financial sanctions.

Consumers' right to opt out of telemarketing

If you do not wish to receive commercial telemarketing calls, you may register free of charge on a 'do not call' register.

These provisions apply to all consumers, that is to say, any natural person acting for purposes outside the scope of their commercial, industrial, craft or professional activity.

Subrogation

In accordance with the provisions of Article L121-12 of the Insurance Code, the Insurer is subrogated, up to the amount of the compensation paid by it, to the rights and claims of the Policyholder against third parties liable for the loss.

In the event that subrogation can no longer take place in favour of the Insurer due to the Policyholder's actions, the Insurer shall then be released from its obligations towards the Policyholder to the extent that subrogation could have been exercised.

Limitation period for claims arising from the insurance contract

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

Any claim arising from this contract is time-barred two years from the event giving rise to it.

Article L114-1 of the Insurance Code

'All claims arising from an insurance contract are time-barred two years from the event giving rise to them. By way of exception, claims arising from an insurance contract relating to damage resulting from ground movement caused by drought and subsequent soil rehydration, recognised as a natural disaster under the conditions set out in Article L. 125-1, are time-barred after five years from the event giving rise to them.

However, this limitation period shall not run:

- ✓ **In the event of concealment**, omission, or a false or inaccurate declaration regarding the risk involved, only from the date on which the insurer became aware of it;
- ✓ **In the event of a claim**, only from the date on which the parties concerned became aware of it, provided they can prove that they were unaware of it until then.

Where the insured's claim against the insurer arises from a claim by a third party, the limitation period shall run only from the date on which that third party brought legal proceedings against the insured or was compensated by the insured.

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

'In the case of life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's claims shall be time-barred no later than thirty years from the date of the insured person's death.'

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

Article L114-2 of the Insurance Code

'The limitation period is interrupted by any of the ordinary grounds for interruption of the limitation period and by the appointment of experts following a claim.

Furthermore, the limitation period for bringing a claim may be interrupted by the sending of a registered letter or a registered electronic message, with acknowledgement of receipt, sent by the insurer to the insured person in respect of a claim for payment of the premium, and by the insured person to the insurer in respect of the payment of compensation."

Article L114-3 of the Insurance Code

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

The ordinary grounds for interruption of the limitation period referred to in Article L114-2 are those provided for in Articles 2240 to 2246 of the Civil Code, reproduced below:

Article 2240 of the Civil Code: "The debtor's acknowledgement of the right of the person against whom the claim was time-barred interrupts the limitation period."

Article 2241 of the Civil Code: "Legal proceedings, even in summary proceedings, interrupt the limitation period as well as the period of forfeiture.

The same applies where the claim is brought before a court lacking jurisdiction or where the document instituting proceedings is set aside on the grounds of a procedural defect."

Article 2242 of the Civil Code: "The interruption resulting from the legal proceedings remains in force until the proceedings are terminated."

Article 2243 of the Civil Code: "The interruption is void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively dismissed."

Article 2244 of the Civil Code: "The limitation period or the period of forfeiture is also interrupted by a protective measure taken pursuant to the Code of Civil Enforcement Procedures or by an act of enforcement."

Article 2245 of the Civil Code: ‘A claim made against one of the jointly and severally liable debtors by way of legal proceedings or an act of enforcement, or the debtor’s acknowledgement of the right of the person against whom the limitation period was running, interrupts the limitation period against all the others, even against their heirs. However, a claim made against one of the heirs of a jointly and severally liable debtor, or an acknowledgement by that heir, does not interrupt the limitation period in respect of the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible.

Such a demand or acknowledgement interrupts the limitation period, in respect of the other co-debtors, only in respect of the share for which that heir is liable.

To interrupt the limitation period in respect of the entire debt, as regards the other co-debtors, a demand must be made to all the heirs of the deceased debtor or all such heirs must acknowledge the debt.”

Article 2246 of the Civil Code: “A demand made to the principal debtor or an acknowledgement by the principal debtor interrupts the limitation period against the guarantor.”

Competent courts – applicable law

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

Any legal proceedings relating to this contract shall fall within the exclusive jurisdiction of the French courts.

Language used

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

Authority responsible for supervising the insurance undertaking

The supervisory authority responsible for **AREAS** and **GRITCHEN AFFINITY** is the Autorité de contrôle prudentiel et de résolution (ACPR), 4, place de Budapest, CS 92459, 75436 Paris cedex 09.

SECTION II

ASSISTANCE COVERAGE PROVIDED BY MONDIAL ASSISTANCE

ASSISTANCE AGREEMENT

Article 1

COVERED EVENTS

The cover described in this assistance agreement may only be provided during the term of the ‘**ASSURLODGE**’ insurance policy and subject to the conditions set out below:

The conditions for the provision of cover under this agreement vary depending on the services:

- ✓ **The benefits described in Article 4.1 ‘ROADSIDE ASSISTANCE’** are provided in the event of theft or immobilisation of the vehicle. The immobilisation must result from the occurrence of one of the following events:
 - A road traffic accident,
 - Fire,
 - Breakdown.
- ✓ **The benefits described in Article 4.2 ‘PERSONAL ASSISTANCE’** are provided in the event that, whilst travelling with or without the Vehicle, one of the following events occurs:
 - Personal injury,
 - Illness,
 - Death.
- ✓ **The benefits described in Article 4.3 ‘PERSONAL ASSISTANCE +’** are provided during a journey made with or without the Vehicle.

The events covered for each benefit are described in Article 4.3.

- ✓ **The benefits described in Article 4.4 'EMERGENCY ASSISTANCE IN THE EVENT OF A CLAIM' are provided in the event of the following claims: fire, forced entry, burglary, water damage, as defined in the 'ASSURLODGE' insurance policy.**

Article 2

TERRITORIAL VALIDITY

Cover is provided exclusively **for hire in France.**

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

Period of validity

Cover is provided exclusively during the period of validity **of the 'Short-term Rental' cancellation insurance policy and the agreement between AREAS and AWP P&C** governing the provision of these benefits.

Article 3

CONTRACTUAL DEFINITIONS

In this **'ASSURLODGE' Assistance Agreement** (hereinafter the 'Agreement'), terms and expressions beginning with a capital letter shall have the following meanings:

Personal injury

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

Driver

A MONDIAL ASSISTANCE service provider whose role is to arrange for the Vehicle to be towed.

A Driver may only be dispatched if the Vehicle is in perfect working order, complies with applicable national and international legislation, and meets the requirements of the compulsory roadworthiness test.

MONDIAL ASSISTANCE shall not be held liable in the event of damage to or theft of personal belongings, goods or accessories occurring on or in the Vehicle.

Spouse

Spouse, civil partner or cohabiting partner of the insured Beneficiary, who usually lives in the same household.

Rental agreement

A contract entered into between the letting agent and the Beneficiary for the provision of the let property exclusively in mainland France, for a period not exceeding 90 days and for private use. The tenancy agreement must provide the following information: *address of the property, description of the accommodation, duration of the tenancy with arrival and departure dates, date the agreement was signed, signatures of the parties, identity of the occupants, tenant's address, rental price including VAT, the amount of the deposit paid at the time of booking and the security deposit paid upon moving in.*

Residence

Main place of residence located in Europe, the address of which appears on the most recent income tax assessment notice.

Children

Children and grandchildren who are tax dependants of the insured Beneficiary or their Spouse, aged under 15 (fifteen) and usually living in the same household.

Abroad

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

Europe

The territories of the Member States of the European Union.

Meal costs

The cost of breakfast, lunch or dinner, including drinks, **but excluding tips.**

Emergency medical expenses in France

Costs of medication, surgery, consultations and hospitalisation, prescribed by a competent medical authority, necessary for the diagnosis and treatment of an illness or resulting from a Personal Injury.

France

Mainland France only.

Accommodation

Hotel costs in France (including breakfast), **excluding all other costs, in particular those for meals, drinks and tips.**

Beneficiary

An individual resident in Europe who has taken out a 'holiday rental or cancellation' insurance policy. The Beneficiary includes the policyholder's spouse, their children or those of their spouse, as well as any other persons travelling with the Beneficiary on the holiday covered by the rental agreement.

Family member

Legal or de facto spouse, first-degree ascendant, first-degree descendant, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, legal guardian of the Beneficiary, or a person under the Beneficiary's guardianship.

Countries not covered

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

Service provider

Service provider, a professional listed by MONDIAL ASSISTANCE.

Relative

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

Transport

Any journey made by:

- ^{2nd}**class train unless otherwise stated,**
- **economy class on a plane,**
- **a hire car,**
- **taxi (for any journey of less than 50 km).**

Vehicle

Vehicle:

- **with a gross vehicle weight of less than 3,500 kg,**
- **registered in France,**
- **not used, even occasionally, for the commercial carriage of passengers or goods.**

Replacement vehicle:

A vehicle provided by **MONDIAL ASSISTANCE**, to be collected from and returned to the same branch.

The hire is subject to local availability and is for a driver who meets the requirements set by the hire companies (age, length of time held a driving licence, security deposit by credit card in the driver's name).

The hire includes **MONDIAL ASSISTANCE** covering the premiums for compulsory insurance (third-party liability) and supplementary cover for accidents (CDW) and theft/vandalism (TP), **subject to non-waivable excesses charged to the insured Beneficiary in the event of a claim. Additional cover, such as full excess waiver or personal accident/personal effects insurance (PAI), remains at the Insured Beneficiary's expense.**

The costs of fuel, tolls, parking and security for the hire vehicle remain the responsibility of the Insured Beneficiary.

Article 4 **BENEFITS**

The amounts, conditions and limits of cover are set out in the '**SUMMARY OF BENEFITS AND COVER**'.

MONDIAL ASSISTANCE reserves the right, prior to any intervention, to verify the Beneficiary's status as an occupier or owner of the Residence, as well as the validity of the event giving rise to entitlement to benefits.

Article 4.1 **ROADSIDE ASSISTANCE**

Upon a simple telephone call, **MONDIAL ASSISTANCE** will provide the following services, subject to the conditions and limits set out in the '**SUMMARY OF SERVICES AND COVERAGE**':

Replacement vehicle

Provision of a replacement vehicle for the duration of the repairs. This provision ceases as soon as the vehicle has been repaired.

Provision of a driver to return the vehicle to its usual place of parking

The costs of fuel, tolls and parking for the vehicle remain the responsibility of the Beneficiary.

Article 4.2 **PERSONAL ASSISTANCE**

ASSISTANCE TO THE BENEFICIARY

Subject to the conditions and limits set out in the '**SUMMARY OF SERVICES AND COVERAGE**', **MONDIAL ASSISTANCE** shall organise and cover the following services:

- **Repatriation or medical transport of the Beneficiary**
 - *Transport, including medical transport if necessary, of the Beneficiary to the hospital best suited to their state of health (either in the country where they are located or in mainland France) by the most appropriate means.*
 - *Where hospitalisation could not take place near the Beneficiary's Home, transfer to a closer hospital will be covered as soon as the Beneficiary's condition permits.*
 - *If hospitalisation on arrival is not essential, the Beneficiary's transport, including medical transport if necessary, is covered to their place of residence.*

Decisions are made solely in the Beneficiary's best medical interests and are taken exclusively by **MONDIAL ASSISTANCE**'s doctors in consultation with the local attending doctors.

MONDIAL ASSISTANCE's doctors will liaise with local medical facilities and, where necessary, with the Beneficiary's usual doctor in order to gather the information required to make the decisions best suited to their state of health.

The decision to repatriate the Beneficiary is made and managed by medical staff holding a qualification that is legally recognised in the country where they normally practise.

Only the Beneficiary's medical best interests and compliance with the health regulations in force are taken into account when deciding on transport, the choice of means of transport and the choice of any hospitalisation facility.

Due to the risks that may endanger the health of women in an advanced stage of pregnancy, airlines apply restrictions, which vary from one airline to another and are subject to change without notice: a medical examination no more than 48 hours before departure, a medical certificate, medical clearance from the airline, etc.

Air transport is subject to obtaining authorisation from the airline. **MONDIAL ASSISTANCE** shall not be held liable for any delay or hindrance in the provision of the 'Repatriation or medical transport of the Beneficiary' service resulting from any restriction imposed by an airline.

If the Beneficiary refuses to comply with the decisions taken by MONDIAL ASSISTANCE's medical service, they release MONDIAL ASSISTANCE from any liability for the consequences of such action, in particular in the event of returning by their own means or a deterioration in their state of health, and forfeit any right to benefits and compensation from MONDIAL ASSISTANCE.

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

This benefit ceases on the day on which MONDIAL ASSISTANCE's medical service deems that the Beneficiary's repatriation is possible.

This benefit is only available for an event that occurred during the term of the '102 92 73' insurance policy.

Advance payment and/or reimbursement of medical expenses is excluded for French residents covered by the statutory health insurance scheme.

MONDIAL ASSISTANCE may also advance payment for unforeseen and urgent hospitalisation costs, subject to approval by its medical department, up to the limit specified in the '**SUMMARY OF BENEFITS AND COVERAGE**'.

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

This advance is subject to the completion of a form acknowledging the debt.

The following are not covered or subject to an advance payment:

- the costs of implants, internal prostheses, optical aids, dental prostheses, hearing aids, functional aids, cosmetic aids or other such devices, as well as the costs of assistive devices,
- vaccination costs,
- costs arising from care or treatment whose therapeutic nature is not recognised under French law,
- the costs of rehabilitation, spa treatment or a stay in a care home, as well as the costs of care or treatment not resulting from a medical emergency.

- **Search and rescue costs**

MONDIAL ASSISTANCE will reimburse search and rescue costs incurred in connection with operations carried out following a personal accident suffered by the Beneficiary.

Where repatriation or medical transport takes place after the end date of the Beneficiary's stay, or if the Beneficiary's state of health does not require hospitalisation but prevents them from continuing their journey or returning to their Home as originally planned, MONDIAL ASSISTANCE shall organise and cover, subject to the conditions and limits **set out** in the '**SUMMARY OF BENEFITS AND COVERAGE**', the following services:

- **Extension of the Beneficiary's stay at a local hotel where they are unable to leave.**
- **Support for the Beneficiary who is hospitalised or unable to leave the premises**
 - *Extension of the stay of a person who has remained at the Beneficiary's bedside:*
 - Accommodation at the location and
 - Return transport.

Or

- *Transfer of a relative to the bedside of the Beneficiary who is hospitalised or unable to leave the premises:*
 - Transport (there and back) and
 - Accommodation at the destination.
- **Transport for a relative or carer (return journey) to take disabled persons or children under 15 who have been left alone at the location back to their home.**

ADDITIONAL COVERAGE IN THE EVENT OF DEATH

Subject to the conditions and limits set out in the ‘**SUMMARY OF BENEFITS AND COVERAGE**’ and subject to the burial permit being obtained, **MONDIAL ASSISTANCE** will organise and cover the following services:

- *Transport of the body from the place of death to the premises of the funeral director at the place of burial or cremation near the home, chosen by the deceased or family members.*
- *Funeral costs relating to this transport.*
- *Return travel to the place of residence for those remaining at the location (one-way journey).*

Article 4.3

ASSISTANCE FOR ‘+’ PERSONS

Upon a simple telephone call, **MONDIAL ASSISTANCE** will arrange, subject to the conditions and limits set out in the ‘**SUMMARY OF BENEFITS AND COVERAGE**’, the following services:

EARLY RETURN

- *Return to the place of residence*
 - One-way transport for the Beneficiary and one accompanying person.

PROVISION OF MEDICINES

If the Beneficiary is unable to obtain, whilst at their destination, medication prescribed prior to departure which is essential for ongoing treatment and which is unavailable at their place of stay:

- *We will source equivalent medicines locally and provide them to the Beneficiary, subject to the prescribing doctor’s approval,*
- Or
- *Arrangements will be made to enable the Beneficiary to continue the treatment they require.*

MONDIAL ASSISTANCE cannot be held liable for delays in the delivery of medicines or for any unavailability of medicines.

The costs of purchasing medicines and/or following a course of treatment remain the responsibility of the Beneficiary. **MONDIAL ASSISTANCE** may advance these costs. This advance is subject to the completion of a debt acknowledgement form. The Beneficiary undertakes to reimburse **MONDIAL ASSISTANCE** within 3 (three) months of the date of receipt of the medicines. After this period, **MONDIAL ASSISTANCE** shall be entitled to claim the amount of the advance granted, plus statutory interest.

LOSS OF PERSONAL BELONGINGS

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

- *An advance payment to cover essential expenses and organise the beneficiary’s return.*

This advance is subject to the completion of a form acknowledging the debt.

The Beneficiary undertakes to repay this advance to **MONDIAL ASSISTANCE** within 3 (three) months of it being made available. After this period, **MONDIAL ASSISTANCE** shall be entitled to claim the amount of the advance granted, plus statutory interest.

Article 4.4

EMERGENCY IN THE EVENT OF AN INCIDENT

Upon a simple telephone call, **MONDIAL ASSISTANCE** shall provide the following services, subject to the conditions and limits set out in the ‘**SUMMARY OF SERVICES AND COVERAGE**’:

EARLY RETURN

If the Beneficiary was travelling in France when the incident occurred and their presence is essential to complete the necessary formalities, **MONDIAL ASSISTANCE** shall organise and cover, subject to the conditions and limits set out in the article '**SUMMARY OF BENEFITS AND COVERAGE**', the services defined below:

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

PROTECTION OF THE HOME

This service is valid only if the Home is situated in France.

If the Home no longer meets the required safety conditions, **MONDIAL ASSISTANCE** will organise and cover the costs of the following services, subject to the conditions and limits set out in the '**SUMMARY OF SERVICES AND COVERAGE**':

- *Call-out of a plumber to carry out urgent repairs.*
The costs of any work carried out as a result of this call-out (labour and parts) are to be borne by the Beneficiary.
- *To secure the Home:*
 - Security guard service for the Home when the Beneficiary is not on the premises or is unable to remain there,or
 - Call-out by a glazier or locksmith to secure the exits of the property.
The cost of any work carried out as a result of this service (labour and parts) is to be borne by the Beneficiary.
- *To safeguard personal effects:*
 - Provision of a utility-type hire vehicle that can be driven with a Category B driving licence, to remove any personal belongings remaining in the home,or
 - Temporary removal of the furniture by a removal company to another location designated by the Beneficiary.
- *Precautionary measures:*
 - Following a break-in, burglary, water damage or fire, **MONDIAL ASSISTANCE** will reimburse the Beneficiary for repair costs (call-out, labour and parts).

Article 5

GENERAL EXCLUSIONS

In addition to the exclusions set out in the Policy, as well as any that may appear in the contractual definitions, the following are always excluded:

Events occurring during holiday lettings,

Costs not supported by original documents,

Consequences of:

Situations involving a risk of infection in the context of an epidemic,

Exposure to infectious biological agents,

Exposure to chemical agents such as chemical warfare agents,

Exposure to incapacitating agents,

Exposure to radioactive agents,

Exposure to neurotoxic agents or residual neurotoxic effects,

which are subject to quarantine, specific preventive measures or monitoring, or recommendations from international or local health authorities,

Damage caused intentionally by a Beneficiary and that resulting from their involvement in a crime, an offence or a brawl, except in cases of self-defence.

Article 6

LIABILITY

MONDIAL ASSISTANCE cannot under any circumstances act in place of local emergency services. In the event of an emergency, the Insured Person or their next of kin must, as a matter of priority, contact the local emergency services directly.

MONDIAL ASSISTANCE shall not be held liable for any failure or delay in the performance of its obligations resulting from force majeure or events such as civil or foreign wars, revolutions, significant political instability, reprisals, embargoes, economic sanctions (a summary of restrictive measures by country is available on the website of the Ministry of the Economy and Finance: <https://www.tresor.economie.gouv.fr/Ressources/sanctions-financieres-internationales>), popular uprisings, riots, sabotage, terrorism, strikes, seizures or restrictions imposed by law enforcement agencies, official bans, explosions of devices, nuclear or radioactive effects, severe weather conditions and unforeseeable events of natural origin.

It shall nevertheless endeavour to do everything in its power to **assist the Beneficiary**.

The organisation by the Beneficiary or their companions of any of the assistance services set out in the Agreement shall only give rise to reimbursement if **MONDIAL ASSISTANCE** has been notified and has given its express consent.

The costs incurred will be reimbursed upon presentation of the original supporting documents, up to the amount that **MONDIAL ASSISTANCE** would have incurred in organising the service.

MONDIAL ASSISTANCE's liability is limited to the services it provides in accordance with the Agreement.

It shall not be held liable for:

- *for acts carried out by Service Providers assisting the Beneficiary in their own name and under their own responsibility;*
- *for the non-performance or improper performance of their contractual obligations resulting from a force majeure event.*

Similarly, **MONDIAL ASSISTANCE** shall not be held liable in the event of the Beneficiary's incorrect use or interpretation of the information provided or advice given by **MONDIAL ASSISTANCE**.

Article 7

LIMITATION PERIOD

Any claim arising from the insurance contract is subject to a limitation period of 2 (two) years from the date of the event giving rise to it, in accordance with the conditions set out in **Article L 114-1 of the Insurance Code**.

The provisions relating to the limitation period for claims arising from the insurance contract are set out in Articles L114-1 to L114-3 of the Insurance Code, reproduced below:

- **Article L114-1 of the Insurance Code**

'All claims arising from an insurance contract are time-barred two years from the event giving rise to them. By way of exception, claims arising from an insurance contract relating to damage resulting from ground movements caused by soil drought and rehydration, recognised as a natural disaster under the conditions set out in Article L. 125-1, are time-barred five years from the event giving rise to them. However, this period shall not run:

1° In the event of concealment, omission, or a false or inaccurate declaration regarding the risk involved, only from the date on which the insurer became aware of it;

2° In the event of a claim, only from the date on which the parties concerned became aware of it, provided they can prove that they were unaware of it until then.

Where the insured's claim against the insurer arises from a claim by a third party, the limitation period shall run only from the date on which that third party brought legal proceedings against the insured or was compensated 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 legal heirs of the deceased insured person.

In the case of life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's claims shall be time-barred no later than thirty years from the death of the insured person."

- **Article L114-2 of the Insurance Code**

"The limitation period is interrupted by any of the ordinary grounds for interruption of the limitation period and by the appointment of experts following a claim. Furthermore, the limitation period for bringing a claim may be interrupted by the sending of a registered letter or a registered electronic message, with acknowledgement of receipt, sent by the insurer to the insured person in respect of a claim for payment of the premium, and by the insured person to the insurer in respect of the payment of the indemnity."

- **Article L114-3 of the Insurance Code**

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

Further information:

The ordinary grounds for the interruption of the limitation period are set out in Articles 2240 et seq. of the Civil Code; these include, in particular: the debtor's acknowledgement of the right of the person against whom the claim was time-barred, the bringing of legal proceedings (including summary proceedings), and enforcement proceedings.

For a comprehensive list of the ordinary grounds for interruption of the limitation period, please refer to the aforementioned articles of the Civil Code.

Article 8

PROCEDURES FOR HANDLING COMPLAINTS

If your complaint, made verbally or via instant messaging, could not be resolved to your full satisfaction immediately, it must be submitted to us in writing in accordance with the following procedures:

- By email: reclamation@votreassistance.fr
- By post to the following address: **AWP France SAS – Complaints Handling – TSA 70002 – 93488 Saint-Ouen Cedex**

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

In any event, you may refer the matter to the Independent Insurance Ombudsman after a period of two (2) months from the date your first written complaint was sent:

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

Your application to the Insurance Ombudsman must, where applicable, be made no later than **one (1) year** from the date of your first written complaint to our services.

However, this does not prevent you from taking legal action.

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

Article 9

JURISDICTION

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

Any disputes that may arise against **MONDIAL ASSISTANCE** in connection with the performance of this Agreement shall be subject exclusively to the competent French courts, and all notifications must be made by registered post with acknowledgement of receipt to the address indicated above.

Article 10

PROTECTION OF PERSONAL DATA

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

AWP P&C is the data controller for personal data collected for the purposes of entering into, managing and performing contracts.

This data is **retained** for the period necessary for the performance of the contract and in accordance with the provisions relating to limitation periods. It is intended for those managing assistance services and may be disclosed to data processors located outside the European Union.

In accordance with the applicable data protection legislation and regulations, the Beneficiary may exercise **their right to access** their personal **data** and have it rectified by contacting:

informations-personnelles@votreassistance.fr.

The Beneficiary is informed of the existence of the 'Bloctel' cold-calling opt-out register, to which they may subscribe: **<https://conso.bloctel.fr/>**.

For further information, please refer to the **Privacy Policy**, which explains, in particular, how and why personal data is collected. The most recent version was provided to the Beneficiary upon signing the contract.

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

Article 11

SUPERVISORY AUTHORITY

Companies providing the services set out in the Agreement are subject to supervision by the Prudential Supervision and Resolution Authority, located at **4 Place de Budapest – CS 92459 – 75436 Paris CEDEX 09 – www.acpr.banque-france.fr**.

Article 12

GOVERNING LAW – LANGUAGE USED

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

PRIVACY POLICY

The security of your personal data is important to us

AWP P&C is an insurance company authorised by the **French Prudential Supervision and Resolution Authority (ACPR)** to offer insurance products and services. Protecting your privacy is our top priority. This privacy policy 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 policy carefully.

1. Who is the data controller?

The data controller is the person, whether a 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', 'Our') is the data controller, as defined by the applicable data protection legislation and regulations.

2. What personal data is collected?

We will collect and process various types of personal data relating to you, as set out below:

- **data** relating to the identification of the parties, interested parties or other parties involved in the contract; and
- **any other data** necessary for the conclusion and/or performance of the contract.

In this context, we may need to collect and process 'sensitive personal data' relating to you.

Please note: By entering into this contract, you undertake to disclose the information set out in this privacy notice to any third party from whom we may receive personal data (e.g. other policyholders, beneficiaries, third parties involved in a claim, persons to be notified in an emergency, etc.), and you agree not to disclose this information in any other way.

3. How is your personal data collected and processed?

We will collect and process the personal data you provide to us and that which 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 EXPRESS CONSENT REQUIRED?
Administration of the insurance contract (e.g. handling claims, investigations and assessments necessary to determine the occurrence of the insured event and the amount of compensation to be paid or the type of assistance to be provided, etc.)	Yes, where necessary. However, in cases where we need to process your personal data as part of handling your claim, 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 claim or providing a service to ensure that we have fulfilled our contractual obligations satisfactorily. However, you have the right to object to this by contacting us as explained in section 9 below.
To comply with all legal obligations (for example, those arising from laws on insurance contracts and insurance activities, and regulations on tax, accounting and administrative obligations)	No, insofar as such processing activities are expressly and lawfully authorised.
For audit purposes, to comply with legal obligations or internal procedures.	No. We may process your data in the context of internal or external audits required either by law or by our internal procedures. We will not seek your consent for such processing if it is justified under applicable regulations or on the basis of our legitimate interests. However, we will ensure that only the personal data strictly necessary is used and that it is processed in complete confidence. Internal audits are generally carried out by our parent company.

PURPOSE	IS YOUR EXPRESS CONSENT REQUIRED?
To carry out statistical and qualitative analyses based on the data and the rate of claims for compensation	If we carry out any of these processing activities , we will do so by anonymising the personal data. Consequently, the anonymised data is no longer considered 'personal' data and your consent is no longer required.
For the management of debt recovery	No , if the processing of your data – even where it involves sensitive categories of personal data – proves necessary for the establishment, exercise or defence of legal claims, which we may also invoke on the basis of our legitimate interest.
For the purposes of preventing and combating fraud and money laundering, and complying with regulations relating to economic sanctions, including, where applicable, for example, comparing your details with those on previous claims, or checking standard claims reporting systems.	No . It is understood that the detection and prevention of fraud and money laundering, and compliance with regulations governing economic sanctions, constitute a legitimate interest of the Data Controller. Consequently, we are entitled to process your data for this purpose without having to obtain your consent.
To transfer risks via reinsurance and co-insurance	We may process and share your personal data with other insurance or reinsurance companies with which we have entered into, or will enter into, co-insurance or reinsurance agreements. Co-insurance is the coverage of a risk by several insurance companies under a single contract, with each assuming a percentage of the risk or sharing the cover amongst themselves. Reinsurance involves 'outsourcing' the coverage of part of the risk to a third-party reinsurer. However, this is an internal arrangement between us and the reinsurer, and you have no direct contractual relationship with the reinsurer. These risk transfers are carried out in the legitimate interests of the insurance companies and are generally expressly authorised by law (including the sharing of personal data strictly necessary for this purpose).

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

With regard to the purposes mentioned above for which we have indicated that your express consent is not required, or in cases where **we need your personal data** in connection **with taking out your insurance policy and/or the handling of 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, nor will we be able to offer you deals tailored to your specific requirements.

1. Who can access your personal data?

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

In connection with the purposes set out above, your personal data may be disclosed to the following parties, acting as third-party data processors:

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

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

- **other companies within our group (including AWP France SAS)**, technical consultants, experts, solicitors, claims adjusters, repairers, service providers, doctors and service companies acting on our behalf (claims handling, IT, postal services, document management)

Ultimately, we may need to share your personal data in the following circumstances:

- **in the event of proposed or actual reorganisation**, merger, sale, joint venture, disposal, transfer or other disposition of all or part of our business, assets or securities (in particular in the context of insolvency proceedings or other similar proceedings);
- **in order to comply with any legal obligation**, including obligations arising from decisions by the ombudsman should you lodge a complaint regarding one of our products or services.

2. Where is your personal data processed?

Your personal data may be processed both within and outside the European Union (EU) by the parties specified in section 4, subject at all times to contractual restrictions relating to confidentiality and security, 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 within our group will be carried out on the basis of internal corporate rules approved by the regulatory authority overseeing our group, which establish adequate rules for the protection of personal data and are legally binding on all companies within our group. Where the internal corporate rules do not apply, we will take measures to ensure that the transfer of your personal data outside the EU is carried out in accordance 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 safeguards we put in place for this type of transfer (standard contractual clauses, for example) by contacting us as set out in section 9.

3. What are your rights regarding your personal data?

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

- **to access your personal data** and to find out its source, the purposes and objectives of processing that data, information concerning the data controller(s), the data processor(s) and the recipients of any data that may be disclosed;
- **to withdraw your consent at any time**, where such consent is required for the processing of your personal data;
- **to update or rectify your personal data** so that it remains accurate;
- **to have your personal data deleted from our systems** if its retention is no longer necessary for the purposes set out above;
- **to restrict the processing of your personal data** in certain circumstances, for example, if you have contested the accuracy of your personal data, for the period necessary for our services to verify its accuracy;
- **to receive your personal data in electronic format**, for your own use or that of your new insurer; and
- **to lodge a complaint** with our company and/or the relevant data protection authority – the Commission Nationale de l'Informatique et des Libertés (CNIL).

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

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

Where permitted by applicable law or regulations, you have the right to **object to the processing of your personal data by us**, or to request that we cease processing such data (including for direct marketing purposes). Once your request has been received, we will no longer process your personal data, unless permitted by applicable law or regulations.

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

5. How long will we retain your personal data?

We will only retain your personal data for as long as is necessary for the purposes set out in this privacy notice; it will then be deleted or anonymised once it is no longer required.

Below, we set out some of the retention periods applicable to the purposes set out in section 3 above:

- **For a period of 5 (five) years** from the date the insurance contract ends
- **In the event of a claim – 5 (five) years** from the date the claim is settled.
- **In the event of a claim involving personal injury** – 10 (ten) years from the date of the claim.
- **For any information relating to claims** – 5 (five) years from the date of receipt of the claim.
- **For any information regarding the contract** – 5 (five) years from the date of expiry, termination or cancellation.

However, please be aware that **additional specific obligations or events** may sometimes override or alter these time limits, such as ongoing legal disputes or regulatory investigations, which may supersede or suspend these time limits until the matter is resolved and the applicable review or appeal period has expired. In particular, retention periods based on statutory time limits in legal proceedings may be suspended and then resume at a later date.

6. How can you contact us?

If you have any questions regarding our use of your personal data, *you can contact us by email or post:*

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

7. How often do we update this privacy policy?

We review this privacy policy on a **regular basis**.

DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

FOR INSURANCE COVER:

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Where insurance cover is involved, the insured must notify **Gritchen Affinity, the managing broker**, in writing of any claim likely to trigger the cover under the policy within five working days (*reduced to two working days in the event of theft*).

These time limits run **from the date on which the insured becomes aware of the claim** that may trigger the cover.

Once this period has elapsed, the insured party will forfeit any right to compensation if the delay has caused loss to the insurer.

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

Any declaration that does not comply with the provisions set out in this cover shall result in the forfeiture of any right to reimbursement.

A. TENANT INSURANCE COVER

CANCELLATION / INTERRUPTION OF STAY

Your claim must be accompanied by:

- **In all cases:**
 - your policy reference number,
 - a copy of the Rental Agreement clearly stating the identity of the bookers, the amount of the deposit, the rental fee and the dates of the originally planned stay,
 - proof showing the date of the holiday let booking,
 - any documents confirming the date of the booker's cancellation and the reason, if any,
 - You undertake to provide us, upon our request, with all documents necessary for the processing of your case,
 - The paid invoice for the amount you are required to pay to the Landlord or the letting agency, or which the latter retains.
- **In the event of illness or accident, a medical certificate specifying the cause, nature, severity and foreseeable consequences of the illness or accident,**
- **In the event of death, a death certificate and a civil status record,**
- **In all other cases, any supporting documentation.**
- **In the event of a medical reason, you must provide us with the medical documents and information necessary for the assessment of your claim using the pre-printed envelope addressed to the medical adviser, which we will send to you upon receipt of the claim notification, together with the medical questionnaire to be completed by your doctor.**

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

You must also send us – using the pre-printed envelope addressed to the medical adviser – any information or documents requested to substantiate the reason for your cancellation, including:

- All photocopies of prescriptions for medicines, tests or examinations, as well as any documents proving that they were dispensed or carried out, in particular medical claim forms including, for prescribed medicines, copies of the corresponding medicine labels,
- Statements from Social Security or any other similar body relating to the reimbursement of treatment costs and the payment of daily allowances.

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

Furthermore, it is expressly agreed that you accept in advance the principle of an examination by our medical adviser. Consequently, if you object to this without a legitimate reason, you will forfeit your entitlement to cover.

Unless the medical information required for the assessment is provided to our medical adviser, the claim cannot be settled.

LATE SUBMISSION

You must send **the managing broker all the documents required** to compile the claim file and thereby prove the validity and amount of the claim, in particular the originals of the organiser's itemised invoices showing the ground services.

REPLACEMENT VEHICLE

You must send **the managing broker all the documents required** to compile the claim file and thereby prove the validity and amount of the claim, in particular the originals of the itemised invoices and proof that the vehicle is off the road (receipt confirming the report of a theft, expert's report, repair quote, etc.).

RETURN NOT POSSIBLE DUE TO EXCEPTIONAL CIRCUMSTANCES

You or your beneficiaries **must send the Managing Broker all the documents** required to compile the claim file and thereby prove the validity and amount of the claim, in particular by providing evidence of the closure of the airport(s) and supporting documents for the additional costs incurred.

TENANT'S HOLIDAY CIVIL LIABILITY

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

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

You must:

- **Report within 48 hours:**
 - the nature of the incident,
 - the circumstances in which it occurred,
 - the known or presumed causes or consequences,
 - the nature and approximate amount of the damage.
- **take all necessary precautionary measures to pursue a claim and safeguard the insured property.**
- **forward to the managing broker, upon receipt, all notices, letters, summonses, writs, extrajudicial documents and procedural documents addressed to the insured, delivered or served personally or to their beneficiaries.**
- **provide the Managing Broker, upon request and without delay, with all documents necessary for the assessment.**
- **forward to the Managing Broker the original paid invoice stating the dates of repair, works or purchase; an official document providing a detailed account of the damage, notified by the Landlord or their representative and addressed to the Tenant responsible; and a sworn statement that you have not received any partial or full payment from another organisation in compensation for the same damage.**
- **notify the managing broker of the existence of any other insurance policy covering the same risk.**

In the event of a delay in providing these documents, the managing broker may claim compensation from you proportionate to the resulting loss (Article L 113-2 of the Insurance Code).

LUGGAGE / BREAKAGE OR THEFT OF SPORTS EQUIPMENT

*You must send **the Managing Broker all the documents required** to compile the claim file and thereby prove the validity and amount of the claim.*

- **In the event of total or partial destruction of Luggage, have a damage report drawn up by the hire company, along with any other evidence and damage reports.**
- **In the event of loss of Luggage by the transport company, have a damage report drawn up by a qualified representative of the carrier (excluding any representative of the tour operator). Failure to provide this report will result in a reduction in the compensation corresponding to the sum due to the Insurer in respect of the recourse the Insurer would have been entitled to pursue against the carrier.**
- **In the event of theft of Luggage, Valuables or sports equipment, you must report the matter to the police authorities in the country of stay closest to the scene of the offence as soon as possible.**

You must provide all original supporting documents capable of proving the facts of the case and the amount of the claim, in particular:

- ✓ **a receipt** for the report filed with the police,
- ✓ **a claim form** from the sea, air or road carrier,
- ✓ **damage report**,
- ✓ **a detailed, costed inventory**,
- ✓ **photographs**,
- ✓ **report of damage or irregularity**, transport and check-in tickets in the event of mislaid, lost or damaged luggage,
- ✓ **repair quotes or paid invoices**, purchase or original invoices.

If the Insured recovers all or part of the Luggage or stolen or missing items, at any time, they must immediately notify the Broker acting on behalf of the Insurer.

- ***If such recovery takes place before the compensation is paid, they must take back possession of these items and the Insurer will compensate them for any damage they may have sustained.***
- ***If the items are recovered after the compensation has been paid, the Insured may choose to take them back in return for a refund of the compensation received, less any deductions for damage or missing items. The Insured has 15 days to make their choice. After this period, the Insurer will consider that the Insured has opted to relinquish the items. The damaged property for which the Insurer pays compensation to the Insured becomes the Insurer's property.***

HOW TO MAKE A CLAIM?

Where **INSURANCE COVER** is involved, the Insured must:

- **Notify Gritchen Affinity in writing** of any claim likely to give rise to a payout within five working days (reduced to two working days in the event of theft). These time limits run from the date on which the Insured becomes aware of the claim likely to trigger the cover. Once this period has elapsed, the Insured Party will forfeit any right to compensation if the delay has caused loss to the Insurer.
- **The Insured must voluntarily disclose to Gritchen Affinity** any cover taken out with other insurers for the same risk.

FOR EFFICIENT AND PROMPT OF YOUR INSURANCE CLAIMS

Log in to the website:

www.declare.fr

(Upload your supporting documents and track
the progress of your claim at any time)

By email:

sinistres@gritchen.fr

FOR TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS

By post:

Gritchen Affinity

Claims Department

27 rue Charles Durand - CS70139

18021 Bourges Cedex

NEED ASSISTANCE?

In the event of an incident, to benefit from assistance cover, you must contact Mondial Assistance before any action is taken. **A claim reference number** will be issued, and only this will authorise the costs of any assistance provided.

MONDIAL ASSISTANCE IS AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK

1. Contact us from mainland France on 01 49 93 73 83

Access for deaf and hard-of-hearing people: <https://accessibilite.votreassistance.fr>

Available **24 hours a day, 7 days a week**, unless otherwise stated in the agreement.

2. Please provide us with:

- ✓ The name and number of the policy taken out: B922678 / 1029273
- ✓ The beneficiary's full name
- ✓ The beneficiary's exact address
- ✓ The telephone number on which the Beneficiary can be contacted