



ASSURLODGE

Contract no. 102 92 73

SHORT-TERM HOLIDAY RENTALS

REF: 20 - ASL- pack 2 P Luxe
Version 11/2025

PRE-CONTRACTUAL INFORMATION NOTICE

Dear Customer,

In view of the characteristics of the services 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 joining this insurance contract, we invite you to read this Information Notice and the General Terms and Conditions carefully.

Please note that joining this insurance contract is optional and is not a condition for purchasing any of the insured Services.

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

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

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

- **You took out this contract for non-professional purposes,**
- **This contract supplements the purchase of goods or a service sold by a supplier,**
- **The contract you wish to withdraw from has not been fully performed,**
- **You have not reported any claim covered by this contract.**

In this situation, you may exercise your right to withdraw from this contract by letter or any other durable medium sent to the insurer. The insurer is required to refund the premium paid within thirty days of your withdrawal.

In addition, to avoid duplicate insurance, you are invited to check that you are not already covered by a policy covering any of the risks insured under the contract you have taken out.

If you wish to withdraw from your contract but do not meet all of the above conditions, please check the withdrawal terms set out in your contract.

The term of the insurance contract corresponds to the period between its subscription date and the date on which all cover ends.

Model withdrawal letter:

"I, the undersigned, ...
..... (Surname, First name, Address), withdraw from membership no. Done on
At (Date and Place) with
In accordance with Article L. 112-10 of the French Insurance Code. I declare that, on the date this letter is sent, I am not aware of any claim involving cover under the contract.
Signature"

Additional information:

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

by post:

GRITCHEN AFFINITY - Service souscription - 27 rue Charles Durand - 18000 BOURGES

or by email

infocontrat@gritchen.fr

When you exercise your right of withdrawal, **the Insurer is required 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 due to the Insurer if you exercise your right of withdrawal after a claim involving cover under the contract has occurred during the 30-day withdrawal period.

1. POINTS TO NOTE

This contract is intended for anyone seeking protection against the events covered by the **ASSURLODGE** insurance contract.

Your General Terms and Conditions contain exclusions and limitations that you must read before subscribing.

This information notice and the General Terms and Conditions applicable to your insurance cover are provided before you join and then sent to the contact details you have given us. The General Terms and Conditions include a notice on the processing of your personal data summarising all of your rights in this respect. In the event of any conflict between different documents, the most favourable provision will apply.

2. MEMBERSHIP

The Member's consent to join this Contract may be given electronically (on a website or by email), orally in the case of a telephone sale or in writing in the case of an on-site purchase (on the premises of a Rental Agency).

The eligibility conditions for membership are as follows:

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

When membership is taken out at the same time as the rental booking of the Rented Property, it takes effect upon receipt of the confirmation, with no waiting period.

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

3. USEFUL INFORMATION IN THE EVENT OF A CLAIM

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

To report a Claim, you can contact us using the following details:

- ✓ Website: www.declare.fr
- ✓ By email: sinistres@gritchen.fr
- ✓ By post: **Gritchen Affinity - Service sinistre - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex**

4. COMPLAINTS PROCEDURE

If you are dissatisfied, you should 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** of the date it was sent (unless a reply to the complaint is provided within this period). You will be kept informed of the progress of the review of your situation and, save for exceptions justified in writing, will receive a reply no later than two (2) months after sending your letter of complaint.

If you are not satisfied with the reply, you may refer the matter to **the Insurer AREAS's customer relations department - 47, rue de Miromesnil 75380 Paris cedex 08, www.areas.fr** which will reply within the same period (not cumulative), i.e. within two (2) months of the date on which your letter of complaint was sent.

In any event, in the case of a persistent disagreement or upon expiry of a period of two (2) months after sending your complaint, and provided that no legal action has been initiated, you may refer the matter to the ombudsman:

- Online:

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 the proposed solution and to refer the matter to the competent court.

ASSURLODGE GENERAL TERMS AND CONDITIONS

PREAMBLE

The **ASSURLODGE Contract** is an optional-membership group insurance contract (hereinafter the "Contract") *taken out by:*

- ✓ **Gritchen Affinity**, a simplified joint-stock company (Société par actions simplifiée) with share capital of 10,260 euros, registered in the Bourges Trade and Companies Register under no. 529 150 542, whose registered office is located at 27 rue Charles Durand - 18000 Bourges - VAT no.: FR78529150542 - Insurance Brokerage Company with no exclusivity obligation (list of partner insurance companies available on request) subject to the supervision of the ACPR, Autorité de Contrôle Prudentiel et de Résolution, 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 Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code - Subsidiary of GROUPE GRITCHEN ASSURANCES HOLDING, a simplified joint-stock company with share capital of 2,312,218.80 euros, registered in the Paris Trade and Companies Register under no. 799 320 726 (hereinafter "**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, whose registered office is located at 47-49 rue de Miromesnil 75380 Paris (hereinafter the "**Insurer**" or "**AREAS**"), for the following insurance cover: **Cancellation, Themed Trip Extension, Change Fees Extension, Cancellation due to Lack or Excess of Snow, Stay Interruption, Late Arrival, Replacement Vehicle, Tenant's Holiday Rental Liability, Baggage, Breakage or Theft of Sports Equipment, Spa Treatment Extension, Impossible Return due to an Exceptional Event, Owner Reimbursement, Unavailability of the Booked Property, Damage to Movable and/or Immovable Property, Owner's Liability, Unpaid Rent**, set out in **SECTION I**.

The Contract is managed by Gritchen Affinity for the following insurance cover: Cancellation, Cancellation due to Lack or Excess of Snow, Stay Interruption Costs, Late Arrival, Replacement Vehicle, Occupying Tenant's Holiday Rental Liability, Baggage, Breakage or Theft of the Tenant's/Insured's Sports Equipment, Spa Treatment Extension, Impossible Return due to an Exceptional Event, Owner Reimbursement, Unavailability of the Booked Property, Owner's Liability, Damage to Movable and/or Immovable Property, Unpaid Rent, and distributed by the Rental Agency.

This is a contractual document setting out the "General Terms and Conditions" of the **ASSURLODGE Contract**.

CONTRACTUAL DOCUMENTS

This insurance Contract is governed by:

- ✓ **The French Insurance Code;**
- ✓ **These General Terms and Conditions;**
- ✓ **The insurance certificate issued by your holiday Rental Agency, which serves as the Specific Conditions.**

TABLES OF AMOUNTS OF COVER

INSURANCE COVER - SUMMARY OF BENEFITS AND COVERAGE (SECTION I)	
NATURE OF COVER	LIMITS OF COVER AND EXCESSES
A. TENANT/INSURED COVER	
1/ TENANT'S HOLIDAY RENTAL LIABILITY Tenant's liability following fire, explosion, water damage and glass breakage. - Limit of cover per Claim and per term of the Rental Contract for the Rented Property: - of which glass breakage - of which claims by neighbours and Third Parties - of which Loss of rent and loss of use	€1,000,000 maximum / €200 excess (After the security deposit has been used up) 2.500 € 250.000 € 50.000 €
B. OWNER/INSURED COVER	
1/ OWNER'S LIABILITY Limit of cover per Claim and for the rental period of the rented property: - of which Bodily injury - of which Property damage - of which Consequential financial loss	€1,000,000 / Excess 10% with a minimum of €50 Up to €1,000,000 Up to €3,000 Up to €20,000
2 / DAMAGE TO MOVABLE AND/OR IMMOVABLE PROPERTY Theft, vandalism and accidental damage during the rental	Maximum compensation of €5,000 less the security deposit €30 excess

INSURANCE COVER PROVIDED BY AREAS

A. TENANT COVER

For the purposes of the Tenant Cover, the following are Insured persons: any natural person(s) taking part in the insured Stay, where the name of the Lead Booker and the details of the insured Stay are specified on the insurance certificate, hereinafter referred to as “you”.

1. TENANT'S HOLIDAY RENTAL LIABILITY

Article 1.1

SPECIFIC DEFINITIONS

Accident : Any sudden, unforeseen event external to the Insured occurring during the Stay.

Insured / Tenant: The Tenant, a natural person who is a party to the Rental Contract and named (Surname, First name, address) on the Rental Contract - The Insured's spouse, the Insured's children or those of the Insured's spouse, and any other persons taking part with the Insured in the Stay covered by the Rental Contract also qualify as Insured persons.

Water damage: Damage caused by accidental water leaks or overflows from any water-using or heating appliances in the Rented Property.

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

Bodily injury: that is, accidental bodily harm caused to third parties.

Consequential financial 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, as a consequence of covered bodily injury and/or property damage.

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

Lessor : Natural or legal person who makes the Rented Property available to the Insured under the Rental Contract and is a party to that contract.

Fire: Combustion with flames outside a normal hearth

Third Party: Any person other than the Insured. Any Insured who suffers bodily injury, property damage or consequential financial loss caused by another Insured (Insured persons are considered third parties in relation to one another). Any natural or legal person excluding the Insured, members of the Insured's family, persons accompanying the Insured and the Insured's employees.

Wear and tear: Depreciation in the value of the Rented Property and of the entrusted damaged movable property compared with an identical new item.

Demand: Action by the Lessor holding the Insured liable.

Claim : Damage or set of damages caused to the Lessor resulting from a harmful event and which has been the subject of a Demand. All damages resulting from the same harmful event, however spread out over time, constitute one and the same Claim.

Article 1.2

NATURE AND SCOPE OF COVER

Cover is granted exclusively:

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

The Holiday Rental Liability cover is granted 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 liability

We cover the financial consequences of the liability you may incur as a Tenant (or temporary occupant) towards the Owner of the Rented Property occupied on Holiday and towards neighbours and Third Parties, for Property damage and consequential financial loss resulting from covered Property damage (loss of rent and loss of use) following a Fire, an Explosion, Water damage or glass breakage.

Article 1.3

COMMENCEMENT AND DURATION OF COVER

Cover takes effect **when the keys to the Rented Property are handed over to the Tenant/Insured** and expires when they are returned to the Owner or the Owner's representative.

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

Article 1.4

EXCLUSIONS

In addition to the exclusions set out in the section "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?" provided for in the General Provisions of the cover underwritten by AREAS, the following are excluded from the Liability cover:

- *Any Insured appearing on any official, governmental or police database of known or suspected terrorists, any Insured 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 the atomic nucleus or any irradiation from a radioactive energy source;*
- *Damage caused intentionally or fraudulently by the Insured or with the Insured's complicity;*
- *Damage that does not engage the liability of the Tenant/Insured;*
- *Damage originating outside the rented properties occupied by or made available to the Insured;*
- *The Insured's liability in the event of non-payment for the Rented Property;*
- *Damage resulting from deliberate damage, cigarette burns or caused by any other smoking article;*
- *Any damage caused by humidity, condensation, steam or smoke;*
- *Breakdowns of appliances made available to the Insured;*
- *Damage caused to lamps, fuses, consumables or products;*
- *Theft of entrusted property;*
- *Theft or loss of the keys to the Rented Property;*
- *Items missing from the inventory;*
- *Installations located outside the rented buildings that do not belong to the Owner;*
- *Castles or buildings listed as historic monuments;*
- *Damage sustained while the premises containing the insured items are occupied by Third Parties other than the Tenant;*
- *Damage resulting from a lack of maintenance by the Lessor or the Owner of the Rented Property;*
- *Damage resulting from use of the Rented Property or of the movable property that does not comply with the Rental Contract;*
- *The consequences of contractual commitments exceeding those by which the Tenant is legally bound;*
- *Damage caused to a boat when it is not moored at a quay;*
- *Damage to and theft of jewellery, whatever its value, and works of art, watches, rugs and tapestries worth more than €300;*
- *Installations outside the Rented Property: Swimming pools, tennis courts;*
- *Damage to plants and vegetation;*
- *Buildings under construction or demolition;*
- *Buildings used for professional or commercial purposes;*
- *Fire damage originating from a campfire or from a fireplace fire where the chimney had not been swept at the time the damage occurred;*
- *Damage occurring outside the rental period stated on the Rental Contract;*
- *Damage caused to animals;*
- *Hunting;*
- *The use of any motor vehicle and of any air, sea or river craft;*
- *The exercise of a professional activity;*
- *The costs of repairing, unblocking or replacing pipes, taps and appliances built into the water and heating installations;*
- *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 in the performance of their duties;*
- *The Insured's liability in the event of non-payment for the Rented Property.*

Article 1.5

AMOUNTS AND LIMITS OF COVER

The Insurer's maximum commitment for all damage is defined in the **table of amounts of cover**.

Article 1.6

SETTLEMENT - ADMISSION OF LIABILITY

No admission of liability and no settlement that you may have **accepted without our agreement** shall be binding on us.

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

Article 1.7

PROCEDURE

In the event of legal action brought against you before a civil, commercial or administrative court, we will defend you and conduct the proceedings for the facts and damages falling within the scope of the cover under this contract. However, you may join our action if you can demonstrate a personal interest that is not covered under this contract.

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

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

Article 1.8

MEANS OF APPEAL

With regard to means of appeal:

- ✓ **before civil**, commercial or administrative courts, we are free to exercise them within the scope of the cover under this contract,
- ✓ **before criminal courts**, means of appeal may only be exercised with your consent where your criminal interest is still at stake.
- ✓ **if the dispute concerns only civil interests**, your refusal to consent to the exercise of the intended means of appeal entitles us to claim from you compensation equal to the loss we have suffered as a result.

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

Article 1.9

NON-ENFORCEABILITY OF FORFEITURES

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

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

Article 1.10

LEGAL COSTS

We cover legal costs, receipt costs and other settlement costs. However, if you are ordered to pay an amount greater than the amount of cover, each of us shall bear these costs in proportion to our respective shares of the award.

B. OWNER COVER

For the purposes of this Owner cover, “**You**” means **the Insured / Owner of the Rented Property** let for an insured Stay.

1. OWNER’S LIABILITY

Article 1.1

SPECIFIC DEFINITIONS

Accident : Any sudden, unforeseen event external to the Insured occurring during the Stay.

Tenant: The Tenant, a natural person who is a party to the Rental Contract and named (Surname, First name, address) on the Rental Contract - The Insured’s spouse, the Insured’s children or those of the Insured’s spouse, and any other persons taking part with the Insured in the Stay covered by the Rental Contract also qualify as Insured persons.

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

Bodily injury: that is, accidental bodily harm caused to third parties.

Consequential financial 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, as a consequence of covered bodily injury and/or property damage.

Third Party: Any person other than the Insured. Any Insured who suffers bodily injury, property damage or consequential financial loss caused by another Insured (Insured persons are considered third parties in relation to one another). Any natural or legal person excluding the Insured, members of the Insured’s family, persons accompanying the Insured and the Insured’s employees.

Demand: Action by the Tenant holding the Insured liable.

Claim : Damage or set of damages caused to the Tenant resulting from a harmful event and which has been the subject of a Demand. All damages resulting from the same harmful event, however spread out over time, constitute one and the same Claim.

Article 1.2

NATURE AND SCOPE OF COVER

We cover the Owner **against the financial consequences of the civil liability** that the Owner may incur as a result of bodily injury, property damage and consequential financial loss caused to the Tenant or the Tenant’s companions following an Accident caused by the equipment and/or the movable or immovable property of the Rented Property listed in the inventory attached to the Rental Contract, up to the amounts **indicated in the table of amounts of cover**.

We also cover **the financial consequences** of the Owner’s civil liability where it is engaged towards the Tenant or the Tenant’s companions following accidental pollution originating in the rented premises, for which the Owner is responsible, and occurring during the rental of the property you own, up to the amounts indicated in the table of amounts of cover.

The cover is triggered under the following conditions:

- ✓ **when you have caused damage** to the Tenant or the Tenant’s companions, who hold you liable by means of a demand,
- ✓ **when the harmful event** occurred between the initial effective date of the cover and its date of termination or expiry, regardless of the date of the other constituent elements of the claim.

This cover applies in addition to or in the absence of the Owner’s personal insurance policies covering the same risks in the event of damage or liability.

Article 1.3

WHAT WE EXCLUDE

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

- *damage that you have caused or brought about intentionally as a natural person or as the legal or de facto manager of the business if you are a legal entity,*
- *damage resulting from the use of motor vehicles, sailing boats and motor boats or from the practice of air sports,*
- *property damage to any land vehicle, wind-powered or motorised (motorbikes, boats, rental cars or others),*
- *damage resulting from any professional activity,*
- *the consequences of any property damage or bodily injury affecting you, your spouse, your ascendants or descendants,*
- *financial loss, except where it is the consequence of covered property damage or bodily injury (in which case the cover applies within the limits set out in the Table of Cover),*
- *premises used for professional purposes,*
- *any measures taken on your initiative without our prior agreement,*
- *Damage due to a deliberate or inexcusable failure attributable to you to comply with the standards and regulations issued by the competent authorities pursuant to the laws or regulations in force,*
- *Damage resulting from the poor condition, inadequacy or defective maintenance of equipment or installations for the storage, containment or treatment of polluting products and waste, as well as damage resulting from the non-compliance of the insured buildings,*
- *Damage resulting from the inadequacy or design defect of equipment, installations or devices intended to purify or filter polluting products,*
- *finances for non-compliance with the regulations in force,*
- *charges imposed on you, even if these charges are intended to remedy a situation resulting from pollution damage giving rise to cover,*
- *The costs of repairing defective equipment or installations, or of bringing buildings into compliance,*
- *any pollution or damage to the environment occurring slowly, gradually or progressively,*
- *any pollution or damage to the environment attributable to installations classified for environmental protection purposes and subject to prefectural authorisation,*
- *any pollution or damage to the environment originating from wastewater treatment plants, incineration plants, landfills or waste treatment and/or burial centres,*
- *damage caused by any harm to the environment resulting from the production of noise, odours, vibrations, waves, radiation, emissions, or changes in temperature or humidity,*
- *disused buildings,*
- *animals,*
- *castles or buildings listed as historic monuments.*

Article 1.4

SETTLEMENT - ADMISSION OF LIABILITY

No admission of liability and no settlement that you may have accepted **without our agreement** shall be binding on us.

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

Article 5

PROCEDURE

In the event of legal action brought against you, **we will defend you** and conduct the proceedings for the facts and damages falling within the scope of the cover under this contract.

However, you may join our action if you **can demonstrate a personal interest** that is not covered under this contract.

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

Article 1.6

RECOURSE

With regard to means of appeal:

- ✓ **before civil**, commercial or administrative courts, we are free to exercise them within the scope of the cover under this contract,
- ✓ **before criminal courts**, means of appeal may only be exercised with your consent,
- ✓ **if the dispute concerns only** civil interests, your refusal to consent to the exercise of the intended means of appeal entitles us to claim from you compensation equal to the loss we have suffered as a result.

You may not object to the exercise of our right of recourse **against a liable third party** if that third party is covered by another insurance contract.

Article 1.7

NON-ENFORCEABILITY OF FORFEITURES

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

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

Article 1.8

LEGAL COSTS

We cover legal costs, receipt costs and other settlement costs.

However, if you are ordered to pay **an amount greater** than the amount of cover, each of us shall bear these costs in proportion to our respective shares of the award.

2. DAMAGE TO MOVABLE AND/OR IMMOVABLE PROPERTY

Article 2.1

SPECIFIC DEFINITIONS

Vandalism: Act of damage, destruction or deterioration deliberately caused to the rented movable and immovable property located exclusively inside the Rented Property, engaging the liability of the Tenant or of an occupant provided for in the Rental Contract staying with the Tenant.

Accidental damage: Any Property damage of an accidental nature caused by the Tenant or an occupant provided for in the Rental Contract during the Stay to the rented movable and immovable Property located exclusively inside the Rented Property.

Article 2.2

NATURE AND SCOPE OF COVER

We cover, **up to the limit indicated in the table of amounts of cover**, Aggravated Theft, attempted theft, Vandalism and Accidental damage committed by the Tenant or an occupant provided for in the Rental Contract during the Stay to the furniture or fixtures contained in the Rented Properties.

The cover is granted to the Owner **only if the culprit(s)** have been the subject of a named complaint to the authorities that has not been withdrawn.

Furthermore, the cover will not be granted **if the number of occupants in the Rented Property** is lower than the maximum capacity provided for in the Rental Contract.

This “**DAMAGE TO MOVABLE AND/OR IMMOVABLE PROPERTY**” cover **cannot be combined** with the Tenant’s Holiday Rental Liability cover.

Article 2.3

HOW IS YOUR COMPENSATION CALCULATED?

You will be compensated on the basis of the **repair invoice or the purchase invoice** for replacement with equivalent items of the same nature in the case of irreparable damage, after the security deposit has been used up and after deduction of Wear and tear and the Excess, **up to the maximum amount indicated in the table of amounts of cover.**

In the absence of an invoice, the applicable wear and tear rate is **50% of the price including VAT of an equivalent replacement item or of the repair costs.**

Aggravated Theft, attempted theft, Vandalism or Accidental damage **must be established by comparing** the check-in and check-out inventories drawn up jointly by the Booker and the Owner (or the person appointed to represent the Owner) or by a detailed acknowledgement of the damage signed by the liable Tenant.

Failing a **jointly drawn-up** inventory, a detailed acknowledgement of the damage signed by the liable Booker or a report drawn up by a bailiff, **we shall be released from any obligation to pay for such damage.**

SPECIFIC WEAR AND TEAR RATES APPLIED TO THE COVER “DAMAGE TO MOVABLE AND/OR IMMOVABLE PROPERTY”)

	ANNUAL WEAR AND TEAR RATE	MAXIMUM WEAR AND TEAR	MAXIMUM AGE
Household appliances	20%	90%	8 years
Hi-Fi	20%	90%	8 years
IT equipment	30%	90%	8 years
Simple furniture	10%	90%	10 years
Wallpaper, paint	18%	90%	7 years
Carpet	18%	90%	13 years
Parquet and tiling	4%	80%	30 years
Plastic floor coverings	11%	80%	10 years
Interior joinery	6%	85%	30 years
Locks and ironmongery	11%	85%	15 years
Taps and fittings	9%	85%	15 years
Plumbing	9%	85%	15 years
Sanitary appliances	6%	80%	25 years
Water heater	12%	85%	10 years
Boiler	7%	85%	15 years
PVC / wooden shutters	8%	80%	15 years
Metal shutters	5%	80%	30 years
Roller shutters	8%	90%	15 years
Electric convactor heaters	12%	85%	15 years
Cast-iron radiators	6%	90%	25 years
Heating control units (burners)	11%	90%	10 years

Article 2.4

EXCLUSIONS

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

- *any theft, attempted theft and act of vandalism or deliberate damage committed by the Insured Owner, the Owner's Spouse, or persons usually living with the Owner,*
- *damage sustained while the premises containing the insured items are entirely occupied by third parties other than the Tenant or persons authorised by the Tenant,*
- *deliberate damage committed by neighbours or third parties,*
- *theft of and deliberate damage to furniture located in the common areas or outside the Rented Property,*
- *theft or loss of the keys to the premises,*
- *damage resulting from use that does not comply with the Rental Contract,*
- *Damage to, theft of and deterioration of valuables as well as cash and funds (jewellery, paintings, drawings, engravings, manuscripts, statues and other works of art),*
- *Damage caused by humidity, condensation, steam or smoke,*
- *Breakdowns of appliances made available to the Tenant,*
- *Damage caused to lamps, fuses, electronic tubes, cathode ray tubes, semiconductor crystals, heating elements and electric blankets,*
- *The costs of repairing, unblocking or replacing pipes, taps and appliances built into the water and heating installations,*
- *Damage to, theft of and deterioration of trees and plants,*
- *Damage to, theft of and deterioration of computer equipment, its accessories and peripherals, as well as the software required for its operation, and of audiovisual and multimedia equipment,*
- *The costs incurred to establish the reality of your loss or to have it established (expert assessments, photos, bailiff's reports).*

GENERAL PROVISIONS OF THE SECTION I INSURANCE COVER

General definitions

The following definitions apply to all the insurance cover underwritten by AREAS, except for the specific definitions particular to each of them.

Serious bodily accident: Any bodily injury not intended by the victim, resulting from the sudden action of an external cause, established by a doctor of medicine, resulting in a prescription for medication or treatment for the injured person and requiring the cessation of all professional activity or, in the absence of a professional activity, of any other basic activity of everyday life, and preventing the injured person from travelling by their own means.

Member: Natural person who has joined the insurance Contract for their Stay booking and has paid the corresponding insurance premium.

Hazard : Unintentional, unforeseeable, irresistible and external event.

Insured(s)/Tenant(s) : Natural person(s) duly insured under this Contract, in accordance with the cover taken out, whose surname(s) and first name(s) appear on the membership form or the Specific Conditions of the Contract, also referred to as the "Booker(s)".

Insured(s)/Owner(s): Natural or legal person who owns a property, domiciled in the European Union including Switzerland, the United Kingdom and Monaco, used for holiday stays, which they offer for Rental to tourist customers through a Rental Agency or directly.

Insurer : Aréas Dommages, a mutual insurance company registered in the Paris Trade and Companies Register under no. 775 670 466, whose registered office is located at 47-49 rue de Miromesnil 75380 Paris, hereinafter referred to as "we".

Attack/Acts of terrorism: An attack means any act of violence constituting a criminal or unlawful attack against persons and/or property, in the country in which you are staying, intended to seriously disturb public order. This "attack" must be recorded by the French Ministry of Foreign Affairs

Beneficiary: Person receiving benefits paid not in a personal capacity but by virtue of their relationship with the Insured. Unless otherwise stipulated when this Contract is taken out, this refers exclusively to the Spouse, failing whom the children, failing whom the heirs of the Insured.

Rented Property: Furnished accommodation let as a holiday Rental by the Owner or a Rental 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 (house or apartment of permanent construction at a fixed and permanent location) or a boat moored at a quay,
- ✓ the Rented Property must not be employer-provided housing,
- ✓ the rental of the Rented Property must be granted temporarily for a holiday Stay of less than 90 consecutive days.

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

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

Spouse: Spouse, civil partner (PACS) or recognised cohabiting partner of the Insured, of the opposite or same sex, living under the same roof.

Rental Contract: Contract concluded between the Owner or the Rental Agency and the Booker for the provision of the Rented Property for private use (the term of which must not exceed 90 days). The Rental Contract must provide the following information: address of the rental, description of the accommodation, rental period with arrival and departure dates, date of signature of the contract, signatures of the parties, identity of the occupants, address of the tenant, rental price including VAT, the amount of the advance paid at the time of booking and the security deposit paid on moving in.

Forfeiture: Contractual penalty that deprives you of all cover for the claim to which it applies. It cannot be enforced against injured parties other than the Insured, or against their beneficiaries, if you incur it as a result of failing to comply with your obligations after a claim.

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

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

Bodily injury: Any physical or mental harm suffered by a person and the resulting non-material losses.

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

Consequential financial loss: Any damage other than bodily injury or property damage consisting of costs and financial 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 consequential to covered bodily injury or property damage.

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

Transport company: A transport company means any company duly approved by the public authorities for the carriage of passengers.

Event (covered): Any occurrence giving rise to harmful consequences, likely to trigger one or more covers under the Contract.

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

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

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

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

(Holiday) Rental: Stay of less than 90 consecutive days in premises of the Rented Property intended for holiday stays, of which the Tenant is neither the owner nor the year-round tenant.

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

Illness/Accident: Sudden and unforeseeable deterioration in health, established by a competent medical authority, which contraindicates the insured Stay and requires appropriate treatment.

Serious illness: Sudden and unforeseeable deterioration in health, established by a competent medical authority, resulting in a prescription for medication or treatment for the patient and requiring the cessation of all professional activity or, in the absence of a professional activity, of any other basic activity of everyday life.

Negligence: Any actions of the Insured in relation to property or an event that have caused damage (or losses) foreseeable for the Insured, for another insured person or for a third party, which could have been avoided in the situation at hand.

Rental Agency: Holiday rental professional through whom the booking of the insured Stay was made (also referred to as the "Provider"), and duly authorised by the Policyholder to distribute the ASSURLODGE Contract.

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

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

Claim : Event likely to trigger the application of cover under the Contract.

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

Territorial scope:

The cover applies:

- ✓ Where the Insured Booker resides in a country of the European Union, including Switzerland, the United Kingdom and Monaco, for rented properties located anywhere in the world (unless otherwise stipulated), with the exception of politically unstable countries and countries advised against by the French Ministry of Foreign Affairs.
- ✓ Where the Insured Booker resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco, for rented properties located in a country of the European Union, Switzerland, the United Kingdom and Monaco

Third Party: Any person other than the Insured. Any Insured who suffers bodily injury, property damage or consequential financial loss caused by another Insured (Insured persons are considered third parties in relation to one another). Any natural or legal person excluding the Policyholder, the Insured person, members of the Insured's family, persons accompanying the Insured and the Insured's employees.

Wear: Loss of value or depreciation, on the date of the Claim, of an item caused by prolonged use or its maintenance conditions.

Wear and tear: Effect of the extent of Wear, age or state of maintenance, on the date of the Claim, on the value of an item.

General wear and tear applied:

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

Aggravated Theft: Fraudulent taking committed by a third party against the Insured, proven and established as such by a competent authority in the following cases: Burglary, Theft with assault, as stated in the official report of the complaint filed.

Burglary: Theft of property belonging to the Insured committed by a third party by forcing, damaging or destroying the external locking device (activated at the time of the theft) behind which the stolen property was located. The theft must be established by the finding of serious evidence, consisting in particular of physical traces found on the external locking device:

- Of a building or a piece of movable property,
- Of a land motor vehicle, provided that the insured property is not visible from outside.

Theft with 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: If the Member fails to pay the premium when joining this Contract, the Contract will be considered null and void and will not give rise to any compensation.

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?

We cannot intervene when your requests for cover or benefits are the consequence of or result from:

- *Atypical pneumonia or severe acute respiratory syndrome (SARS, COVID), avian influenza or influenza A-H1N1, as well as epidemics and pandemics recognised by the national or international health authorities;*
- *a non-stabilised condition that was diagnosed or treated in the 30 days preceding the booking of the Stay;*
- *failure to be vaccinated, whether through oversight or refusal;*
- *natural disasters and pollution recognised as such by the competent authorities;*
- *civil or foreign war, riots or popular uprisings, in accordance with Article L121-8 of the French 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 persons travelling with the Insured and insured under this Contract in a crime, an offence, a brawl, a riot, popular uprisings, coups d'état, 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 irradiation from ionising radiation;*
- *misuse of medication or use of narcotics not medically prescribed, as established by a competent medical authority;*
- *damage resulting from the consumption of alcohol by the Insured, characterised by a blood alcohol level equal to or higher than that set by the road traffic regulations of the country visited;*
- *accidents/damage caused or brought about intentionally by the Insured or with the Insured's 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 the safety rules relating to the practice of sports activities brought to the attention of the Insured and persons travelling with the Insured and insured under this Contract, as well as the Insured's family members;*

- *failure by the Insured to comply with the safety rules imposed by the carrier or with any regulation or prohibition issued by the local authorities;*
- *suicide or attempted suicide of the Insured and persons travelling with the Insured and insured under this Contract, as well as the Insured's family members;*
- *the absence of a Hazard;*
- *the insured property and/or activities where the insurer is prohibited from providing an insurance contract or service due to sanctions, restrictions or prohibitions 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;*
- *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 and 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 the Rental Agency or the Owner could be held liable under Title I of French 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 and border closures;*
- *costs not supported by original documents;*
- *any event for which the Transport company (unless otherwise stipulated in the "Baggage" cover) or any other service provider involved in the Stay could be held liable;*
- *The failure of any kind, including financial, of the Transport company making it impossible for it to perform its contractual obligations;*
- *the consequences of criminal proceedings against the Insured;*
- *any event occurring between the date of booking the stay and the subscription of the Contract;*
- *the payment of fines;*
- *the Insured's participation in a bet;*
- *the storage, transport and use of fireworks whose use is regulated;*
- *Aggravated Thefts other than burglary or theft with assault;*
- *thefts for which the official report of the complaint filed does not mention one of the categories of aggravated theft provided for in the insurance contract (burglary or theft with assault);*
- *Also excluded from the Contract are the consequences of:*
- *situations involving infectious risks in an epidemic context,*
- *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 persistent neurotoxic effects,*
- *which are subject to quarantine, preventive measures, specific monitoring or recommendations from the international health authorities or the local health authorities.*
- *In addition to these general exclusions, there are the specific exclusions set out*
- *under each of the covers of the Contract.*

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

The Insurer or the Managing Broker cannot under any circumstances be held liable for failures or delays in the performance of their obligations resulting from cases of force majeure, or from events such as civil or foreign war, notorious 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 cataclysms, the disintegration of the atomic nucleus, the explosion of devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or case of force majeure, as well as their consequences.

How is your compensation calculated?

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

Each of us **chooses their own expert**. If these experts do not agree, they call on a third expert and all three act jointly and by majority vote.

If one of us fails **to appoint an expert or if the two experts fail** to agree on the choice of a third, the appointment is made by the president of the court of first instance, ruling in summary proceedings.

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

Penalties incurred

Any concealment or intentional misrepresentation, omission or inaccuracy regarding circumstances of the risk known to the Insured **is 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 influence 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 bad faith on the part of the Insured is not established, by the following consequences:
 - **before a claim**, by an increase in premiums or termination of the contract,
 - **after a claim**, by a reduction in the claim compensation in proportion to the premiums that would have been due if the risks had been accurately and fully declared. The rate used as the basis for this reduction is, as the case may be, the rate applicable either at the time the contract was taken out, or on the date on which the risk increased or, if this cannot be determined, at the last due date preceding the claim.

Other insurance

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

Where several insurance policies against the same risk are taken out with fraudulent intent, the penalties provided for in the first paragraph of Article L. 121-3 of the French Insurance Code (nullity of the contract and damages) apply.

Where they are taken out without fraud, each of them takes effect within the limits of the cover under the contract and in compliance with the provisions of Article L. 121-1 of the French Insurance Code, with the exception of the liability cover under this contract, which only applies if the Insured does not benefit from liability cover under another insurance contract that is valid on the date of the harmful event and capable of covering its financial consequences.

Within these limits, the beneficiary of the contract **may obtain compensation for their damage** by applying to the insurer of their choice.

Protection of personal data

In accordance with Regulation 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") through your Manager **GRITCHEN AFFINITY**.

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

Unless you object, **your data may be used by your Manager**, whose contact details appear on this document, for the purpose of marketing the insurance products it distributes.

Your data **is used solely** for explicit, legitimate and specified purposes related to its insurance and real estate investment activities. Only data that is useful is collected.

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

Your data **may also be disclosed** to official bodies and to authorised administrative and judicial authorities, in particular in connection with the fight against money laundering and terrorist financing or the fight against fraud.

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

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

All your rights may be exercised with the Insurer's data protection officer: **Aréas-Dommages**: dpo@areas.fr,

or with your Manager:

GRITCHEN AFFINITY: conformite@gritchen.fr.

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

You can obtain more information about your rights on our website: www.areas.fr or on the CNIL website: www.cnil.fr.

In this respect, the Insured acknowledges being informed that the Insurer processes their personal data and, furthermore, that:

- **The answers to the questions asked** are mandatory and that, in the event of false statements or omissions, the consequences for the Insured may be the nullity of their membership of the Contract (Article L 113-8 of the French Insurance Code) or the reduction of compensation (Article L 113-9 of the French Insurance Code).
- **The processing of personal data** is necessary for membership and the performance of their contract and cover, for the management of commercial and contractual relations, or for the performance of the legal, regulatory or administrative provisions in force.
- **The data collected and processed** is retained for the period necessary for the performance of the contract or of the legal obligation. This data is then archived in accordance with the periods provided for by the provisions on limitation periods.
- **The recipients of the data** concerning the Insured are, within the limits of their remit, the departments of the Insurer responsible for concluding, managing and performing the insurance Contract and the cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

Combating money laundering and terrorist financing

To meet its legal obligations, the Insurer implements monitoring processes aimed at combating money laundering and terrorist financing and at applying financial sanctions.

Consumers' right to object to telephone canvassing

If you do not wish to be contacted for marketing purposes by telephone, you can register free of charge on a telephone canvassing opt-out list.

These provisions apply to any consumer, i.e. any natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft or professional activity.

Subrogation

In accordance with the provisions of Article L121-12 of the French Insurance Code, the Insurer is subrogated, up to the amount of the compensation it has paid, to the rights and actions of the Member against the third parties responsible for the claim.

If, as a result of the Member's actions, subrogation can no longer take place in favour of the Insurer, the Insurer will then be released from its obligations towards the Member to the extent that subrogation could have been exercised.

Limitation period for actions arising from the insurance contract

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

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

Article L114-1 of the French Insurance Code

“All actions arising from an insurance contract are time-barred after two years from the event giving rise to them. By way of exception, actions arising from an insurance contract relating to damage resulting from ground movements caused by the drought-rehydration of soils, recognised as a natural disaster under the conditions provided for in Article L. 125-1, are time-barred after five years from the event giving rise to them.

However, this period only runs:

- ✓ **In the event of concealment**, omission, or false or inaccurate statement regarding the risk incurred, from the day on which the insurer became aware of it;
- ✓ **In the event of a claim**, from the day on which the parties concerned became aware of it, if they prove that they were unaware of it until then.

Where the insured's action against the insurer is caused by a third-party claim, the limitation period only runs from the day on which that third party brought legal action 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 successors of the deceased insured.

For life insurance contracts, notwithstanding the provisions of paragraph 2, actions by the beneficiary are time-barred no later than thirty years after the death of the insured.”.

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

Article L114-2 of the French Insurance Code

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

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

Article L114-3 of the French Insurance Code

“By way of derogation from Article 2254 of the Civil Code, the parties to the insurance contract may not, even by mutual agreement, either modify the duration of the limitation period or add to the causes of its suspension or interruption.”.

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

Article 2240 of the Civil Code: “Acknowledgement by the debtor of the right of the person against whom the limitation period was running interrupts the limitation period.”

Article 2241 of the Civil Code: “A legal claim, even in summary proceedings, interrupts the limitation period as well as the foreclosure period.

The same applies when it is brought before a court lacking jurisdiction or when the act referring the matter to the court is annulled as a result of a procedural defect.”

Article 2242 of the Civil Code: “The interruption resulting from the legal claim continues to have effect until the proceedings are concluded”.

Article 2243 of the Civil Code: “The interruption is null and void if the claimant withdraws their claim or allows the proceedings to lapse, or if their claim is definitively rejected.”

Article 2244 of the Civil Code: “The limitation period or the foreclosure period 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 demand made to one of the joint and several debtors by a legal claim or by an act of enforcement, or acknowledgement by the debtor 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.

On the other hand, a demand made to one of the heirs of a joint and several debtor or the acknowledgement of that heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible.

This demand or acknowledgement only interrupts the limitation period, with regard to the other co-debtors, for the share for which that heir is liable.

To interrupt the limitation period in full with regard to the other co-debtors, a demand must be made to all the heirs of the deceased debtor or all those heirs must acknowledge the right.”

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

Competent courts – applicable law

Pre-contractual and contractual relations are governed by French law and mainly by the French Insurance Code.

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

Language used

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

Authority responsible for supervising the insurance company

The Authority responsible for supervising **AREAS** and **GRITCHEN AFFINITY** is the Autorité de contrôle prudentiel et de résolution **4, place de Budapest, CS 92459, 75436 Paris cedex 09**

SUPPORTING DOCUMENTS TO BE PROVIDED IN THE EVENT OF A CLAIM

FOR THE INSURANCE COVER:

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

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

These periods run **from the date on which the insured becomes aware of the claim** likely to trigger the cover.

After this period, the Insured will forfeit all right to compensation if the delay has caused a loss to the Insurer. If you do not complete the formalities or do not comply with the deadlines for sending documents, we may claim damages from you in proportion to the loss we suffer as a result (Article L 113-2 of the French Insurance Code).

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

A. INSURED TENANT COVER

TENANT’S HOLIDAY RENTAL LIABILITY

In the event of a claim, the Insurer **alone has the right to reach a settlement with injured third parties**, within the limits of its cover, and no admission of liability is binding on the Insurer.

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

You must:

- **State within 48 hours:**

- the nature of the claim,
- the circumstances in which it occurred,
- the known or presumed causes or consequences,
- the nature and approximate amount of the damage.
- **take all protective measures to recover and safeguard the insured items.**
- **forward to the Managing Broker, upon receipt, all notices, letters, summonses, writs, extrajudicial documents and procedural documents that may be sent, delivered or served personally to the insured or to the insured's beneficiaries.**
- **provide the Managing Broker, on request and without delay, with all the documents required for the expert appraisal.**
- **send the Managing Broker the original receipted invoice stating the dates of repair, work or purchase, an official document containing a detailed acknowledgement of the damage, notified by the Owner or the Owner's agent and sent to the liable Tenant, and a sworn statement that you have not received partial or full payment from another body as compensation for the same damage.**
- **declare to the Managing Broker the existence of any other insurance contract covering the same risk.**

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

B. INSURED OWNER COVER

OWNER'S LIABILITY

In the event of a claim, the Insurer alone has the right to reach a settlement with injured third parties, within the limits of its cover, and no admission of liability is binding on the Insurer.

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

You must:

- **State within 48 hours:**
 - the nature of the claim,
 - the circumstances in which it occurred,
 - the known or presumed causes or consequences,
 - the nature and approximate amount of the damage.
- **take all protective measures to recover and safeguard the insured items.**
- **forward to the Managing Broker, upon receipt, all notices, letters, summonses, writs, extrajudicial documents and procedural documents that may be sent, delivered or served personally to the insured or to the insured's beneficiaries.**
- **provide the Managing Broker, on request and without delay, with all the documents required for the expert appraisal.**
- **send the Managing Broker the original receipted invoice stating the dates of repair, work or purchase, an official document containing a detailed acknowledgement of the damage, notified by the Owner or the Owner's agent and sent to the liable Tenant, and a sworn statement that you have not received partial or full payment from another body as compensation for the same damage.**
- **declare to the Managing Broker the existence of any other insurance contract covering the same risk.**

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

DAMAGE TO MOVABLE AND/OR IMMOVABLE PROPERTY

*You must send the **Managing Broker any information or documents** requested from you in order to support this cover, in particular:*

- ✓ **your contract references**
- ✓ **the tenants' contact details**
- ✓ **a copy of the Rental Contract specifying the amount of the security deposit**
- ✓ **the original receipted invoice stating the dates of repair, work or replacement purchase**
- ✓ **the check-in and check-out inventories (or, failing that, an inventory of the rented property signed by the parties in the event of theft)**

- ✓ a sworn statement that you have not received partial or full payment from another body as compensation for the same damage

You undertake to send us, at our simple request, **all documents necessary** for the processing of your file (in particular, if you are aware of them, the references of the rental risk insurance contract taken out by your tenant). In the event of theft, attempted theft or vandalism, you must **file a complaint with the competent authorities** and take the necessary measures to stop the effects of the offence and limit the extent of the damage.

HOW TO REPORT A CLAIM?

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

- **Notify Gritchen Affinity in writing** of any claim likely to give rise to cover within five working days (reduced to two working days in the event of theft). These periods run from the date on which the Insured becomes aware of the claim likely to trigger the cover. After this period, the Insured will forfeit all right to compensation if the delay has caused a loss to the Insurer.
- **Spontaneously declare to Gritchen Affinity** any cover taken out for the same risk with other insurers.

FOR MODERN AND FAST HANDLING OF YOUR INSURANCE CLAIMS

Log on to the website:

www.declare.fr

*(Send your supporting documents and track at any time
the progress of your file)*

By email:

sinistres@gritchen.fr

FOR TRADITIONAL HANDLING OF YOUR INSURANCE CLAIMS

By post:

Gritchen Affinity

Service sinistre

27 rue Charles Durand - CS70139

18021 Bourges Cedex