



## INFORMATION LEAFLET

SAFEBOOKING  
CANCELLATION INTERRUPTION

— Policy no. 01051178-B1



**SAFEBOOKING**  
by gritchen

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## PRE-CONTRACTUAL INFORMATION

*Dear customer,*

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

*Before taking out this insurance policy, please read this Information Leaflet and the General Terms and Conditions that follow carefully. We remind you that membership of this insurance policy is optional and is not a condition for the purchase of a Stay.*

### **Appendix to Article A. 112-1**

Advice on exercising your right to cancel as provided for under Article L. 112-10 of the French Insurance Code

**You have the right to cancel this policy within thirty days (calendar days) of its conclusion, free of charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the policy, this period only runs from the payment of all or part of the first premium.**

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

- ***you took out the policy for non-professional purposes;***
- ***the policy came with the purchase of goods or a service sold by a supplier;***
- ***the policy you wish to cancel has not been fully executed;***
- ***you have not made any claim covered by this policy.***

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

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

**If you wish to cancel your policy but do not meet all the conditions above, check the cancellation conditions set out in Article 6 of the general terms and conditions of the Policy.**

### **POINTS OF ATTENTION**

This Policy is aimed at any person who has booked a Stay and is looking for protection against events covered by the insurance policy.

Your general terms and conditions contain exclusions and limitations that you should familiarise yourself with before taking out the policy.

This information leaflet and the General Terms and Conditions applicable to your insurance cover will be sent to you before your membership, and will then be sent to the address you have given us. The general terms and conditions include a presentation on the processing of your personal data appearing in Article 14 which summarises all of your rights in this matter.

In the event of contradiction between different documents, the most favourable provision will be applied.

## — HOW TO CONTACT OUR INSURANCE COMPENSATION DEPARTMENT?

When insurance compensation is involved, **the insured must:**

→ Notify **Gritchen Affinity** in writing within five (5) working days of any claim that may give rise to any of the Policy's cover (reduced to two working days in the event of theft). You will need to send all the necessary supporting documents for any cover claim (your General Terms and Conditions list the documents required in the relevant sections).

**These deadlines run from the moment the Insured becomes aware of the loss that is likely to trigger cover. After this period, the insured shall forfeit any right to compensation if the delay has caused harm to the Insurer.**

" Website: [www.declare.fr](http://www.declare.fr)

" By email: [sinistre@declare.fr](mailto:sinistre@declare.fr)

" Post: **Gritchen Affinity - Claims Department - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex**

→ Voluntarily declare to **Gritchen Affinity** any cover taken out for the same risk with other insurers.

## — HOW ARE CLAIMS EXAMINED?

During the life of the policy, difficulties may arise.

Therefore, for any request or rectification of information concerning you, or in the event of a dispute, you must first of all consult **your GRITCHEN AFFINITY broker** in writing:

" By post: **Gritchen Affinity - Complaints Department - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex**

" By email: [reclamations@gritchen.fr](mailto:reclamations@gritchen.fr)

You will receive an acknowledgement of receipt within 10 working days. You will be kept informed of the progress of the examination of your situation, and will receive, unless an exception is justified in writing, a reply at the latest within two (2) months of sending your letter of complaint.

If you are not satisfied with the response, you can contact the Insurer's customer relations department (AREAS - 47, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr), "file a complaint" section). They will reply within the same time limit (which cannot be extended), i.e. within two months of the date you sent your letter of complaint.

In any event, in the event of persistent disagreement or in the absence of a response and upon expiry of a period of two (2) months after your complaint has been sent, provided that no legal action has been taken, you may refer the matter to the Médiation de l'Assurance (Insurance Ombudsman) (TSA 50110 75441 Paris cedex 09 or online via [www.mediation-assurance.org](http://www.mediation-assurance.org)). The opinion of the Insurance Ombudsman is not binding on the parties, who are free to accept or refuse its proposed solution and to refer the matter to the competent court.

# GENERAL TERMS AND CONDITIONS

## I. PREAMBLE

This Policy is an optional group insurance policy **no. 01051178**, hereinafter referred to as the **"Policy"**, underwritten by **Gritchen Affinity**, a simplified joint-stock company with a share capital of €10,260, registered with 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 (Prudential Supervision and Resolution Authority), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 and registered with the ORIAS in the Insurance Broker category under no. 11061317 ([www.orias.fr](http://www.orias.fr)) - Professional Civil Liability and Financial Cover in compliance with Articles L 512-6 and L 512-7 of the French Insurance Code - Subsidiary of GROUPE GRITCHEN ASSURANCES HOLDING, a simplified joint-stock company with capital of €2,312,218.80, registered in the Paris Trade and Companies Register under no. 799 320 726 (hereinafter referred to as the **"Managing Broker"**), with **AREAS DOMMAGES** - Mutual Insurance Company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose head office is located at 47/49 rue de Miromesnil 75008 PARIS (hereinafter referred to as **the "Insurer"**) and distributed by **the Hotel or Tour Operator** authorised by GRITCHEN AFFINITY.

The Hotel or Tour Operator and GRITCHEN AFFINITY are remunerated in the form of commissions deducted from pre-tax insurance premiums and/or management costs and/or fees. The Hotel or Tour Operator and GRITCHEN AFFINITY do not hold any voting rights, shares or interests in any insurance company.

No insurance company holds any shares or voting rights in the company of the Hotel or Tour Operator and GRITCHEN AFFINITY. Management of the policy is entrusted to GRITCHEN AFFINITY by the Insurer.

Membership of this insurance policy is optional, and insurable benefits can be purchased without membership of the insurance.

Like all insurance policies, this one entails both rights and obligations for you and us, which are set out in the following pages.

This Policy is governed by French law, in particular the French Insurance Code.

This Insurance Policy consists of the General Terms and Conditions and the insurance certificate/membership form issued by your Hotel or Tour Operator, which serves as the Special Terms and Conditions. In the event of contradictions or inconsistencies between these documents, the Membership Certificate shall prevail over the Special Terms and Conditions, which shall prevail over the General Terms and Conditions.

## II. TABLE OF COVER AMOUNTS

COVER	CEILINGS AND DEDUCTIBLES
<p><b>1 / CANCELLATION</b></p> <p>✓ Cancellation for <b>MEDICAL REASON</b> Including <b>COVID extension</b></p> <p>✓ Cancellation <b>FOR OTHER NAMED CAUSES</b></p>	<p>In accordance with the cancellation fee schedule: Maximum compensation of <b>€32,000 per insured accommodation</b>.</p> <p><b>MEDICAL REASON:</b> Deductible 3% of cancellation fees with a minimum of €2 / file and a maximum of €150 / file</p> <p><b>OTHER NAMED CAUSES:</b> Deductible 3% of cancellation costs with a minimum of €2 / file and a maximum of €150 / file, <b>except for the following causes</b> for which the Deductible is 25% of cancellation costs:</p> <ul style="list-style-type: none"> <li>- Deleting or changing the date of paid leave imposed by the employer;</li> <li>- Blatant theft of your identity card or your passport within 48 hours;</li> </ul>
<p><b>2/ LATE ARRIVAL</b></p> <p>Refund on a pro rata temporis basis of unused nights already paid for in the event of late arrival of more than 24 hours.</p>	<p>Maximum <b>3 days refundable</b> Absolute deductible: <b>1 day</b></p>
<p><b>3/ INTERRUPTED STAY COSTS</b></p> <p>Reimbursement of unused ground services (pro rata temporis).</p>	<p><b>€32,000</b> per insured accommodation No deductible</p>
<p><b>4/ LEAVING A PERSONAL ITEM IN THE PLACE OF THE STAY</b></p> <p>Reimbursement of the costs of sending the personal item that was left behind at the rental property</p>	<p><b>€150</b> per file <b>Max. 1</b> object/accommodation</p>

## III. DESCRIPTION OF INSURANCE COVER

### 1 / CANCELLATION

#### — WHAT DO WE COVER?

We will reimburse any deposits or sums retained by the Hotel or Tour Operator (cancellation fees) invoiced in accordance with the cancellation schedule listed in the General Terms and Conditions of the Hotel or Tour Operator, less the deductible indicated in the table of cover amounts (excluding administration fees, visa fees, insurance premiums and all taxes), when you are obliged to cancel your Stay BEFORE DEPARTURE (on the outward journey).

#### — WHEN DO WE INTERVENE?

##### ■ CANCELLATION FOR MEDICAL REASONS

You are covered for the medical reasons and circumstances listed below, under the conditions specifically described below, to the exclusion of all others and subject to the ceiling and deductible specified in the Table of Cover Amounts:

► **Serious illness, serious bodily injury or death, including relapse, aggravation of a chronic or pre-existing illness, as well as the consequences or after-effects of an accident that occurred prior to the date of taking out this policy, and which could not have been foreseen on the date of reservation of the Stay, preventing the trip from taking place (it being understood that for the calculation of the reimbursement, the date of first medical observation of the aggravation, evolution or relapse will be taken into account):**

- ▷ of yourself;
- ▷ of a Family Member, provided the event occurs within 30 days of departure;
- ▷ of your professional replacement, provided that a replacement agreement has been signed and regularised before the booking date;
- ▷ of your legal guardian;
- ▷ of a person usually living under your roof;
- ▷ Of the person designated when you took out the policy, who is responsible for looking after or accompanying your minor children on holiday, or the disabled person living under your roof and for whom you are the legal guardian, provided that the person is hospitalised for more than 48 consecutive hours or dies.

► **Unplanned hospitalisation of more than 48 consecutive hours or death of an uncle, aunt, nephew or niece of the Insured or their Spouse, unforeseeable on the date the Stay is booked, requiring the Insured or their Spouse to be at the Insured's bedside or at the Insured's funeral on a date during the Stay.**

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

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

▷ **Serious bodily injury:** any bodily injury not intentionally caused by the victim, resulting from the sudden action of an external cause certified by a medical doctor, leading to the issue of a prescription for medication or treatment for the injured person, and involving the cessation of all professional activity or, in the case of a serious bodily injury, the cessation of all professional activity or,



in the absence of a professional activity, any other basic activity that must be carried out as part of everyday life, and which prevents them from travelling by their own means.

▶ **Complications due to pregnancy before one of the persons**

participating in the trip and insured under this Policy has entered the 28th week of pregnancy:

- ▷ which result in the absolute cessation of all work or other basic activities required in daily life or,
- ▷ if the very nature of the stay is incompatible with the state of pregnancy, provided that the Insured was not aware of her condition at the time she booked the stay.

▶ **Vaccination contraindication or medical impossibility of following a preventive treatment required for the chosen destination**, provided that the contraindication or medical impossibility is unknown at the time the policy is taken out and beyond the Insured's control.

**→ COVID EXTENSION**

**Notwithstanding the exclusion "EPIDEMICS AND PANDEMICS RECOGNISED BY NATIONAL OR INTERNATIONAL HEALTH AUTHORITIES" in Article 7 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE**

**TO ALL OUR COVER?"**, if you are unable to travel for any of the following reasons, to the exclusion of all others, we guarantee reimbursement of the sums actually paid and the **cancellation or modification fees due under this Policy**, up to the amount indicated in the table of cover amounts (excluding administrative fees, visa fees, insurance premiums and all taxes):

▶ **Illness following contamination with COVID-19 of the Insured** (including the consequences or aggravation of the illness not foreseeable on the date of booking the stay and occurring after the policy is taken out) justified by a medical authority, and resulting in quarantine and/or hospitalisation during the dates of stay and contra-indicating the trip (supporting documents will be required);

▶ **Death or illness resulting in hospitalisation of a Member of the Insured's family**, following contamination with COVID-19 declared within 30 days prior to departure, justified by a medical authority and requiring the Insured's presence during the dates of the stay (supporting documents will be required).

***In the event of cancellation due to illness of the Insured or a Member of their family, we will intervene in accordance with the above conditions and only if the result of a PCR test is "positive" for COVID-19 (except in the event of continuation or aggravation of the illness).***

For the cover to be valid, the test must be performed only:

- ▷ **either at the request of a doctor**, consulted BEFORE carrying out the test to verify existing symptoms,
- ▷ **or at the Insured's initiative** and confirmed by a physician after obtaining a "positive" PCR test, for the treatment and monitoring of existing symptoms in the 15 days prior to the start of the Stay.

**Any cancellation of a stay due to a positive PCR test carried out outside these conditions cannot be covered by this policy and will not be reimbursed.**

▶ Refusal of boarding for the Insured, following a COVID-19 check carried out on arrival at the airport, railway station, bus station or port of departure, organised by the health authorities of the country of departure or the transport company with which you are travelling. (Proof issued by the transport company having refused you boarding, or by the health authorities, must be sent to us; in the absence of this proof, no compensation



will be possible);

▶ Positive result for COVID-19 from a PCR test carried out within 72 hours prior to departure, as required by the health authorities of the destination country, the Hotel or Tour Operator or the transport company in order to carry out the trip.

***Any cancellation of a trip due to a positive PCR test carried out outside these conditions cannot be covered by this policy and will not be subject to any reimbursement.***

## ■ CANCELLATION FOR OTHER NAMED CAUSES

You are covered for the other causes and circumstances listed below, only under the conditions specifically described below and to the exclusion of all others, up to the ceiling and deductible indicated in the Table of Cover Amounts:

▶ **Theft following a burglary or major material damage due to fire, explosion, water damage or climatic event**, occurring at the Insured's Home or Professional Premises within 48 hours prior to departure, provided the said premises are more than 25% destroyed and the event imperatively requires the Insured's presence to carry out the necessary protective measures. A complaint must be filed with the police within 48 hours from the day of detection in the event of blatant Theft.

▶ **Material damage resulting from a road accident to the Insured's vehicle during the 48 hours prior to departure**, rendering the vehicle unrepairable within the time required for the Insured to reach the place of the stay or departure point on the date initially planned, provided that the vehicle is essential for the Insured to get there.

▶ **Redundancy of the Insured**, provided that the redundancy procedure was not initiated prior to taking out the policy and that the Insured was not aware of the redundancy procedure at the time of taking out the policy.

▶ **The Insured obtaining salaried employment for a period of more than 6 months** taking effect before and during the dates scheduled for your trip, while You were registered as a job seeker with Pôle Emploi (the job centre) on the day of registration for the trip and provided that this is not a case of contract extension or renewal or a change in the type of employment contract or an assignment provided by a temporary employment agency. This cover is granted to salaried employees, **excluding members of the liberal professions, managers, legal representatives of companies, self-employed workers, craftsmen and entertainers.**

▶ **Summoning of the Insured** on a date during your insured Stay, which is imperative, unforeseeable and cannot be postponed, provided that the summons was not known at the time the Policy was taken out, and which requires the Insured's imperative presence **for one of the following reasons:**

- ▷ Summons to appear before a court as a juror, witness or expert,
- ▷ Summons for the adoption of a child,
- ▷ Summons for an organ transplant,
- ▷ Summons to a make-up exam for higher education, provided that the failure is not known at the time the Policy is taken out,
- ▷ Summons to appear before a court or administrative tribunal.

▶ Non-disciplinary **professional transfer** imposed by your employer in writing, necessitating a move during your insured Trip or within 15 days of the date of return from the trip, provided that the transfer was not known at the time the Policy was taken out. This cover is granted exclusively to salaried employees, **with the exception of members of the liberal professions, managers, legal representatives of companies, self-employed workers, craftsmen and entertainers.**

▶ **Cancellation or modification of the date of your paid leave imposed by your employer** due to exceptional circumstances, having the characteristics of force majeure, when it had been officially granted by the employer in writing prior to booking the trip and taking out this policy. The initial agreement document issued by the employer will be required. This cover is granted to salaried employees, **excluding members of the liberal professions, managers, legal representatives of companies, self-employed workers, craftsmen and entertainers. This cover also does not apply in the event of a change of job. A deductible of 25% of the claim amount remains payable by you.**

▶ **Theft of your identity card or passport during the 48 hours prior to your departure**, if these documents are essential for the insured trip, preventing you from complying with the control measures imposed by the competent authorities on land, air or sea traffic, and provided that the theft has been reported to the nearest police authority within 48 hours of becoming aware of the theft. **A deductible of 25% of the claim amount remains payable by you.**

▶ **Attack or natural disaster occurring near the destination of your Stay**, provided that the following elements are cumulatively met:

- ▷ the event occurred within **thirty (30) days prior to the departure date**,
- ▷ **No similar event** has occurred in the town or towns of destination or stay within 30 days prior to booking the stay,
- ▷ the event has caused material damage that prevents the Insured from carrying out their holiday activities in the town or towns where the insured holiday is to be taken, or within **a radius of 50 kilometres of the holiday destination.**

## — WHAT WE EXCLUDE

*This "Cancellation" cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation or safety conditions at the destination.*

*Furthermore, in addition to the exclusions listed in Article 7 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?", we cannot intervene if cancellation results from:*

- ▶ *cancellation caused by a person hospitalised at the time of booking your stay or taking out this policy;*
- ▶ *An unstabilised pathology that has been diagnosed or treated in the 30 days prior to registration for the trip;*
- ▶ *Accident or illness, the cause of which is known before the policy is taken out, except for unforeseeable changes in health;*
- ▶ *cancellations resulting from periodic monitoring and compliance reviews;*
- ▶ *Pregnancy, including complications beyond the 28th week and in all cases, voluntary termination of pregnancy, childbirth, in vitro fertilisation, their consequences and complications;*
- ▶ *cancellations caused by the transport company, the hotel, the tour operator or a service provider;*
- ▶ *Any medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than 3 consecutive days or which has not been qualified as such by a competent medical authority;*
- ▶ *An event, illness or accident that was first diagnosed, relapsed or worsened prior to the date of membership of this policy and which makes travel impossible for the insured;*
- ▶ *PCR tests not required by the country of destination, the transport company, the Hotel or the Tour Operator;*
- ▶ *PCR tests that do not meet the conditions of this cover, antigenic tests;*
- ▶ *of any person declared as a contact case for COVID-19 but not confirmed by a positive PCR test and/or not preventing travel from taking place;*
- ▶ *the health situation of the place of the Stay;*
- ▶ *Events occurring between the date your stay is booked and the date this policy is taken out;*
- ▶ *failure, for any reason whatsoever, to present documents essential for travel: passport, visa, travel tickets, vaccination booklet, except in the event of theft of the passport or identity card within 48 hours prior to departure;*
- ▶ *Theft of identity card or passport when entrusted;*
- ▶ *Theft resulting from proven negligence on the part of the Insured (leaving the property in public view without supervision, or in a private place not equipped with a locking device or not activated or not completely closed);*
- ▶ *delays in obtaining a visa or refusal due to an invalid application;*
- ▶ *Cancellation due to serious illness without a doctor 's certificate.*
- ▶ *The death of a family member or any other person known to the Insured if this occurs more than one month before the departure date;*
- ▶ *A redundancy or transfer for which the procedure has been initiated or is known at the time of taking out the policy;*
- ▶ *Contractual termination;*
- ▶ *Snow conditions.*

## — HOW MUCH DO WE COVER?

We will pay the amount of cancellation costs incurred on the day of the event for which cover is provided, in accordance with the cancellation schedule set out in the general terms and conditions of sale of the Hotel or Tour Operator, with a maximum per accommodation and a deductible as shown in the table of cover amounts.

In the case of a group holiday, any partial cancellation by one or more people will give rise to a refund pro rata to the total number of participants.

**Administrative fees charged by the Hotel or Tour Operator after cancellation or modification of the stay, gratuities, visa fees, all taxes refundable to the Hotel or Tour Operator or to the insured by the transport company or any collecting body, as well as the premium paid in return for taking out this policy, are not refundable.**

### PLEASE NOTE:

**If the insured cancels the stay late, the Insurer will only pay the cancellation fees due on the date of the insured event (calculated according to the rates of the Hotel or Tour operator of which you were aware at the time of registration).**

**If the policy is taken out after the reason for cancellation has arisen and the Insured is aware of it, they will not be entitled to compensation.**

## — HOW LONG DO YOU HAVE TO REPORT A CLAIM?

**1/ At the first sign of illness or accident, or as soon as you become aware of the event giving rise to cover, you must IMMEDIATELY notify your Hotel or Tour Operator.**

**2/ Secondly, if the claim has not been reported directly to us by the Hotel or Tour Operator, you must notify us within 5 working days of the event giving rise to cover. If this deadline is not met and we suffer loss as a result, you will lose all rights to compensation.**

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

**Your declaration must be accompanied:**

- ▷ in the **event of illness or accident**, by a medical certificate specifying the cause, nature, severity and foreseeable consequences of the illness or accident.
- ▷ **in the event of a positive PCR test**: the doctor's prescription for the PCR test to be performed or for the treatment of the disease, and the test result.
- ▷ **in the event of denied boarding**: proof of denied boarding issued by the airline or health authorities (in the absence of such proof, no compensation will be paid),
- ▷ **in the event of death**, a death certificate and the civil status form,
- ▷ **in all other cases**, any document justifying the reason for your cancellation.

You must provide GRITCHEN AFFINITY with the medical documents and information required to investigate your claim, using the pre-printed "**Medical Department**" envelope that we will send you on receipt of the claim form, together with the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must ask your treating doctor to send them to you

and send them to us in the above-mentioned pre-printed envelope to GRITCHEN AFFINITY.

You will also be asked to provide any information or documents required to prove the reason for your cancellation, including:

- ▷ all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been dispensed or carried out, and in particular sickness insurance forms containing copies of the corresponding labels for medicines prescribed,
- ▷ statements from Social Security and complementary organisations or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ▷ the original receipted invoice for the debit you are required to pay to the Hotel or Tour Operator or that the latter retains,
- ▷ your insurance policy number,
- ▷ the registration form issued by the Hotel or Tour Operator,
- ▷ 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,
- ▷ and any other necessary documents.

***It is also expressly agreed that you accept in advance the principle of a review by our medical adviser. Therefore, if you object without a legitimate reason, you will lose your cover rights.***

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## 2/ LATE ARRIVAL

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### — WHAT DO WE COVER?

If an unforeseeable, unavoidable event beyond the Insured's control occurs during the outward journey between the Insured's place of residence and the place of the Stay, and if this event delays the Insured's arrival on the planned start date of the insured Stay by more than 24 hours, the Insurer will compensate the Insured for the nights already paid for and not used, pro rata temporis, within the limits indicated in the table of cover amounts.

In no case may the amount exceed the cost of cancellation of the Stay.

This cover is provided on condition that the Insured has allowed a reasonable time to reach the place of the Stay.

### — WHAT WE EXCLUDE

***This "Late Arrival" cover does not cover the impossibility of leaving due to the closure of borders, material organisation, accommodation or safety conditions at the destination.***

***Furthermore, in addition to the exclusions listed in Article 7 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?", we cannot intervene in the following circumstances:***

- ▶ ***late application for a visa to the competent authorities;***
- ▶ ***non-conformity of a passport;***
- ▶ ***any event falling under the responsibility of the Hotel, the booking organisation or the carrier (including staff strikes).***

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

The claim declaration must be sent to GRITCHEN AFFINITY within 5 working days from the date of knowledge of the event giving rise to cover, except in the case of fortuitous events or force majeure; **if this deadline is not respected**

**and we suffer loss as a result, you lose all right to compensation.**

You must also provide all the information and documents requested in order to prove the reason for your claim and to assess the amount of your loss.

**If you fail to comply with the above obligations, except in the case of fortuitous events or force majeure, we shall be entitled to claim compensation proportionate to the damage caused to us by such failure, which shall be deducted from any compensation we may be required to pay.**

**If, in bad faith, you misrepresent the nature and circumstances of the claim or the amount of damage, or fail to declare the existence of other insurance covering the same risks, or use inaccurate documents or fraudulent means to justify your claim, you will forfeit all rights to compensation.**

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### 3/ INTERRUPTION OF STAY

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#### — WHAT DO WE COVER?

Titlelf your Stay is interrupted as a result of **medical repatriation** organized by an assistance company, we will reimburse you and the Members of your family insured under the present contract, or any unrelated person accompanying you and insured under the present contract, for any unused accommodation costs already paid (return travel ticket not included) on a prorata temporis basis, starting from the night following the event **leading to medical repatriation or hospitalization on site.**

Similarly, if a Member of your family who is not taking part in the trip suffers a serious illness, serious bodily injury or death, and you have to interrupt your stay in order to be at their bedside or at the funeral, and an assistance company repatriates you, we will reimburse you and any of your Family Members insured under this policy, or any unrelated person accompanying you and insured under this policy, for the accommodation costs already paid but not used (excluding travel costs) on a pro rata basis, starting from the night following the date of early return.

We also intervene in the event of **robbery, serious damage caused by fire, explosion or water damage, or damage caused by the forces of nature to your professional or private premises**, and requiring your presence to take the necessary precautionary measures during the dates of your stay. We will reimburse you and your Family Members insured under this policy, or any unrelated person accompanying you and insured under this policy, for the costs already paid and not used (return travel ticket not included) on a pro rata temporis basis, from the night following the date of early return.

#### — WHAT WE EXCLUDE

*In addition to the exclusions listed in Article 7 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?", interruptions are not covered when they result from:*

- ▶ *any event (including illnesses or accidents that have been initially diagnosed, treated, relapsed, worsened or hospitalised) occurring between the date the stay is booked and the date the policy is taken out;*
- ▶ *aesthetic treatment, cure, voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy or childbirth;*

- ▶ *Periodic check-ups and observation;*
- ▶ *A medical event or pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, which has not been qualified as such by a competent medical authority or without hospitalisation or resulting in hospitalisation of less than 3 days;*
- ▶ *medical interventions resulting solely from the Insured's will, except in cases of medically recognised necessity.*

*Similarly, the following are not covered:*

- ▶ *Claims for reimbursement of transport tickets,*
- ▶ *Requests for reimbursement of services not included on the travel registration form and therefore not covered (even if these services are purchased from the operator's local representative).*

## — HOW MUCH DO WE COVER?

The claim must be sent to GRITCHEN AFFINITY within 5 working days of the date on which you become aware of it. You will be reimbursed for unused travel expenses already paid as a result of the interruption of the Stay (excluding transport costs).

This compensation is calculated from the day after the accommodation is fully vacated and is proportional to the number of unused travel days. In all cases, you will be reimbursed up to the limit specified in the **Table of Cover Amounts**.

In the case of a group holiday, any partial cancellation by one or more people will give rise to a refund pro rata to the total number of participants.

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

You must notify GRITCHEN AFFINITY of your claim within five working days of becoming aware of it, except in the event of force majeure. If you fail to do so, and we suffer loss as a result, you will lose all rights to compensation.

You must send us **all the documents required** to build up the file and thus prove the validity and the amount of the claim, and in particular:

- ▷ the file number provided by the assistance company at the time of your medical repatriation or early return,
- ▷ the name of the assistance company that carried out your medical repatriation or early return,
- ▷ the invoice for the trip or, failing that, a certificate from the Hotel or Tour Operator specifying the details of land services and the price of transport.
- ▷ In all cases, you will be systematically requested to provide the original detailed invoices from the Hotel or Tour Operator showing land and transport services.

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

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## 4/ LEAVING A PERSONAL ITEM IN THE PLACE OF STAY

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### — WHAT DO WE COVER?

We will reimburse you, upon presentation of the original invoice for the shipment of the Forgotten Item and up to the ceiling shown

in the Table of Cover Amounts, **the cost of shipping the Forgotten Item** from the place of the insured Stay to the Domicile.

The cover applies to a single Forgotten Item per accommodation, it being specified that said Forgotten Item must respect the following weight limits



and the following dimensions:

- ▶ **Maximum weight:** less than 10 kilograms;
- ▶ **Maximum dimensions:** the sum of length, width and height of the package must not exceed 150 centimetres.

Under no circumstances may the Insurer be held liable for:

- ▶ **delays attributable to the transport organisations used to deliver the Forgotten Item.**
- ▶ **breakage, loss, damage or theft of the Forgotten Item during transit;**
- ▶ **consequences resulting from the nature of the Forgotten Item;**
- ▶ **refusal to authorise shipment of the Forgotten Item by national or international customs authorities.**

## — WHAT WE EXCLUDE

*In addition to the exclusions listed in Article 7 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?", the following are not covered:*

- ▶ *Any item covered by national, European and international regulations on hazardous products, as defined in particular by the International Civil Aviation Organization (ICAO);*
- ▶ *All items containing explosives, ammunition, gases, solid and liquid inflammable materials, oxidising, toxic and/or infectious substances, corrosive or radioactive products, lithium batteries;*
- ▶ *All items which, due to their nature, packaging or wrapping, may present a danger to personnel, third parties, the environment, the safety of transport equipment, or damage other transported items, machines, vehicles or property belonging to third parties;*
- ▶ *Items that are counterfeit and/or contrary to current laws and regulations;*
- ▶ *Narcotics or any other illegal substance;*
- ▶ *Firearms;*
- ▶ *Items requiring temperature-controlled transport;*
- ▶ *Publications or audiovisual materials prohibited by any applicable law or regulation;*
- ▶ *Live and dead animals;*
- ▶ *Any content whose transport by mail is likely to violate human dignity, integrity or respect for the human body, including ashes and funerary relics;*
- ▶ *Banknotes, negotiable instruments, payment cards, and metal coins with legal tender status for circulation in France and precious metals;*
- ▶ *Precious stones, pearls, identity papers and other valuables;*
- ▶ *Items whose transportation constitutes a commercial operation and those intended for sale;*
- ▶ *Motor vehicles, automobile accessories, gardening equipment, objects containing liquids, furniture;*
- ▶ *Household or computer appliances and accessories, hi-fi equipment, musical instruments.*

## — HOW MUCH DO WE COVER?

We cover the cost of sending the Forgotten Item, up to the maximum indicated in the Table of Cover Amounts.

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

Once you have contacted your host, found the forgotten item and had it sent to your domicile, you must send your claim to GRITCHEN AFFINITY, within 10 working days of dispatch, except in cases of force majeure, accompanied by:

- ▷ your policy number,
- ▷ the booking invoice for the Stay,
- ▷ and the original invoice for shipping costs issued by the shipping company used to deliver the Forgotten Item.

## IV. GENERAL PROVISIONS OF THE POLICY

### ARTICLE 1 - DEFINITIONS AND SCOPE OF APPLICATION

The following definitions apply to all cover, except for specific definitions for each cover. For the purposes of this policy, the following definitions shall apply:

**Serious bodily injury:** Any bodily harm not intentionally caused by the victim, resulting from the sudden action of an external cause ascertained by a medical doctor, leading to the issue of a prescription for medication or care for the injured person and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out in the context of everyday life and preventing the injured person from travelling by their own means.

**Member:** A natural person who has subscribed to this optional group insurance policy and paid the corresponding insurance premium.

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

**Insured(s):** Individual(s) or group(s) duly insured under this Policy, in accordance with the cover taken out, and whose surname(s) and first name(s) appear on the membership certificate or special terms and conditions of the Policy, hereinafter referred to as "you".

**Insurer:** AREAS DOMMAGE hereinafter referred to as "we" or "us" through the intermediary of the Managing Broker GRITCHEN AFFINITY, whose head office is located at 47 rue de Miromesnil 75380 Paris Cedex 08.

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

**Beneficiary:** A person who receives benefits, not in a personal capacity, but because of their relationship with the insured. Unless otherwise stipulated at the time of taking out this Policy, the insured's spouse, or failing that, the insured's children, or failing that, the insured's heirs, are exclusively covered.

**Cancellation fee schedule:** Cancellation fee schedule applied by the Hotel or Tour Operator depending on the time between the date of cancellation and the date of departure or service.

**Natural disasters:** Abnormal intensity of a natural agent not caused by human intervention and recognised as such by the authorities of the country of occurrence.

**French Insurance Code:** Collection of legislative and regulatory texts governing insurance policies.

**Spouse:** Spouse or common-law partner of the Insured, of the opposite or same sex, living under the same roof and having a relationship with the Insured recognised by the law of the country of origin (Domicile).

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

**Domicile:** Domicile is defined as your principal and habitual place of residence. In the event of a dispute, the tax domicile constitutes the domicile.

**DROM-COM (French overseas departments and regions):** Guadeloupe, French Guiana, Martinique, Réunion, Mayotte, New Caledonia, French Polynesia, Saint-Barthélemy, Saint-Martin, Saint-Pierre-et-Miquelon, and the Wallis and Futuna islands.

**Cover period:** Cover is acquired by the Insured for a period defined in the Policy's Special Terms and Conditions and in accordance with these General Terms and Conditions.

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

**Epidemic:** Any outbreak or spread of a contagious infectious disease that affects a large number of people nationwide at the same time.

**Hotel or Tour Operator:** Tourism professional, through whom the insured Stay has been booked, and duly authorised by the Underwriter to distribute the Policy.

**Cancellation fees:** The amount of the fees contractually owed to the Hotel or Tour Operator by its customer and appearing in the latter's general terms and conditions of sale approved by the Insured when signing their registration form for the Stay.

**France:** France means Metropolitan France and Corsica, including the DROM-COM (new name for the French overseas departments and territories since the constitutional reform of 17 March 2003).

**Deductible:** Portion of the compensation remaining payable by you in the event of a claim.

**Insurance claims manager:** Refers to GRITCHEN AFFINITY, whose registered office is located at 27 rue Charles Durand - CS70139 -18021 Bourges Cedex (Email: [sinistre@declare.fr](mailto:sinistre@declare.fr)).

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

**Group:** All participants appearing on the same travel membership certificate.

**Civil war:** Civil war means armed opposition between several parties belonging to the same country, as well as any armed rebellion, revolution, sedition, insurrection, coup d'état, application of martial law or closure of borders by local authorities.

**Foreign war:** Foreign war is the declared or undeclared armed opposition of one state to another, as well as any invasion or state of siege.

**Illness/Accident:** Sudden and unforeseeable deterioration in health certified by a competent medical authority as contraindicating the insured stay and requiring appropriate treatment.

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

**Maximum per accommodation:** In the event that cover is exercised in favour of several insured victims of the same event insured under the same specific terms and conditions, the insurer's cover is, in any event, limited to the maximum amount provided for under the cover, regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

**Family member:** Family member" means any of the following persons who can prove a de jure or de facto relationship with the Insured: spouse, ascendants or descendants up to the 2nd degree, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

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

**Invalidity:** Any fraud, falsification, misrepresentation or false testimony likely to implement the cover provided for in the agreement result in the invalidity of our commitments and the forfeiture of the rights provided for in said agreement.

**Pollution:** Environmental degradation caused by the introduction into the air, water or soil of substances not naturally present in the environment.

**Habitual residence:** The Insured's habitual residence means their place of residence for tax purposes.

**Claim:** An event likely to result in the application of cover under the policy.

**Underwriter:** Refers to GRITCHEN AFFINITY which underwrites this Policy on behalf of Members and Insureds and undertakes to pay the membership fees.

**Subrogation:** The legal situation whereby one person transfers the rights of another person (in particular: substitution of the Insurer for the Insured for the purpose of taking legal action against the opposing party ).

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

**Blatant theft:** Fraudulent misappropriation committed by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: Theft by burglary, Theft by assault, mentioned in the official complaint. **In the event of Theft, you must provide proof that a complaint has been lodged with the police within 48 hours of the day on which the blatant Theft was discovered.**

**Burglary:** Theft of property belonging to the Insured committed by a third party by forcing, damaging or destroying the external locking device (activated at the time of the theft) in which the stolen property was located. The theft must be characterised

by the presence of serious evidence, in particular physical traces found on the external locking system:

- Of real estate or personal property,
- Of a motorised land vehicle, provided that the insured property is not visible from the outside.

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

**Stay:** Trip organised by the member and for which you are insured under the terms of the cover taken out. The period of validity of the cover corresponds to the dates of the Stay indicated on the invoice issued by the Hotel or Tour Operator, with a maximum duration of 90 consecutive days (also referred to as a "trip").

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## ARTICLE 2 - MEMBERSHIP

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The Member's agreement to the Policy may be expressed electronically (on a website or by email), orally in the case of a telephone sale, or in writing in the case of an on-site purchase (on the premises of the Hotel or Tour Operator).

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

- The Member must have purchased a Stay from a Hotel or the Tour Operator,
- The duration of the Stay purchased by the Member must not exceed 90 consecutive days,
- Membership takes effect subject to payment of the premium by the Member.

When membership is taken out at the same time as booking a Stay, it takes effect on receipt of confirmation without the application of a waiting period.

***However, for all Memberships after the date of purchase 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 taking out the Policy. The cancellation cover will only take effect at the end of this period unless specifically stated otherwise in the cover.***

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## ARTICLE 3 - PREMIUM PAYMENT

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The Member is informed of the amount of the insurance premium, inclusive of all taxes, in good time prior to Membership. The insurance premium is paid at the time the Policy is taken out, to the Insurer or its representative (indicated on the booking invoice for the Stay), and includes the applicable taxes and fees mentioned separately on the booking invoice for the Stay.

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## ARTICLE 4 - PERIOD OF COVER

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Subject to payment of the premium by the Member and to the conditions set out in the article Membership, Membership takes effect on the date on which the Member receives confirmation of their membership by email. The period of validity corresponds to the duration of the services sold by the Hotel or Tour Operator.

- **1/ Cancellation and 2/ Late arrival:** from the date of taking out this policy to the date of departure on the trip (

outbound) **provided that the Policy is taken out at the same time as the stay is booked, in accordance with Article 2 hereof.**

- 3/ Costs of interrupted stay: from the scheduled departure date (outward journey) to the scheduled return date;
- 4/ Leaving a personal item in the place of the stay: from the day of departure (on the outward journey) to the day of return (on the return journey).

The "Costs of interrupted stay" and "Leaving a personal item in the place of the stay" cover specified above apply for the duration of the trip corresponding to the invoice issued by the Hotel or Tour Operator, up to a maximum of 90 days from the date of departure.

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## ARTICLE 5 - TERRITORIALITY

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The cover and/or benefits taken out under this policy apply in **France only**.

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## ARTICLE 6 - RIGHT TO CANCEL

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The Member may cancel their membership (if entered into more than 30 days before the date of departure). In this case, You may exercise Your right to cancel towards GRITCHEN AFFINITY within 30 days of the effective date of membership by sending Your request by post or any other durable medium: GRITCHEN AFFINITY Subscription Department 27 rue Charles Durand 18000 BOURGES, or by email:

[souscriptions@gritchen-affinity.com](mailto:souscriptions@gritchen-affinity.com).

You can use the following template for this purpose:

***"I, the undersigned Mr/Mrs/Ms \_\_\_\_\_, residing at \_\_\_\_\_, hereby cancel my policy no. \_\_\_\_\_ taken out with \_\_\_\_\_, in accordance with Article L. 112-10 of the French Insurance Code.  
I hereby certify that I am not aware, at the date of sending this letter, of any claim under the policy."***

We will reimburse You all insurance premiums paid within a maximum of thirty (30) completed calendar days from receipt of Your request for cancellation, provided that no claim has been made or is in the process of being made and that no event likely to give rise to a claim has occurred.

Exercising the right to cancel terminates the policy from the date of receipt of the letter or other durable medium. As soon as you become aware of a claim under the policy, you can no longer exercise this right to cancel. The full premium or contribution remains payable to the insurance company if you exercise your right to cancel during the 30-day cancellation period.

You may also choose not to benefit from Your right to cancel by requesting - where applicable - the fulfilment of the Policy cover.

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## ARTICLE 7 - WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVER?

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

- ▶ *epidemics and pandemics recognised by national or international health authorities, unless otherwise stipulated in the special terms and conditions and in accordance with the provisions of the "Covid extension" in the event of cancellation;*
- ▶ *volcanic eruptions, earthquakes, floods, tidal waves or other natural disasters, natural catastrophes, unless otherwise stipulated in the special terms and conditions and in accordance with the provisions of the cancellation cover;*
- ▶ *pollution;*
- ▶ *civil or foreign war, or a popular movement;*
- ▶ *riot, strike, attack or act of terrorism, unless otherwise stipulated in the special terms and conditions and in accordance with the provisions of the cancellation cover;*
- ▶ *an insured person's voluntary participation in riots or strikes;*
- ▶ *disintegration of the atomic nucleus or any irradiation from ionising radiation;*
- ▶ *alcoholism, drunkenness, use of drugs, narcotics or medication not prescribed by a doctor;*
- ▶ *an intentional act committed by the insured person or with their complicity;*
- ▶ *duels, betting, crimes, brawls (except self-defence);*
- ▶ *practice of the following sports: bobsleigh, skeleton, mountaineering, competition luge, aerial sports with the exception of parasailing, as well as those resulting from participation or training in official matches or competitions organised by a sports federation;*
- ▶ *suicide and the consequences of suicide attempts;*
- ▶ *intentional non-compliance with the regulations of the visited country;*
- ▶ *insured property and/or activities where the insurer is prohibited from providing an insurance policy or service as a result of a sanction, restriction or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law;*
- ▶ *insured property and/or activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union or by any other applicable national law. It is understood that this provision only applies in the case where the insurance policy, the insured property and/or activities fall within the scope of the decision of restrictive sanctions, total or partial embargo or prohibition.*
- ▶ *any circumstance affecting the simple enjoyment of the insured's trip;*
- ▶ *forgotten or missing vaccinations;*
- ▶ *simply because your travel destination is not recommended by the French Ministry of Foreign Affairs;*
- ▶ *the absence of hazard or the intentional act of the insured;*
- ▶ *negligence on the part of the insured;*
- ▶ *an act of the insured punishable by law;*
- ▶ *any event for which the Hotel or Tour Operator may be held liable pursuant to Titles VI and VII of French Law no. 92-645 of 13 July 1992 setting the conditions governing the organisation and sale of travel;*
- ▶ *failure of any kind, including financial failure, on the part of your Tour Operator or carrier to fulfil its contractual obligations;*
- ▶ *professional practice of any sport;*
- ▶ *expenses incurred after the return from the trip or expiry of warranty;*
- ▶ *the consequences of criminal proceedings against you;*
- ▶ *the health situation at the place of the stay;*
- ▶ *blatant theft other than burglary or assault;*
- ▶ *thefts for which no mention is made in the police report of one of the categories of theft specified in the insurance policy (burglary or assault).*



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## **ARTICLE 8 - WHAT ARE THE LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE?**

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Under no circumstances shall the Insurer or the Managing Broker 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 war , political instability, riots or civil commotion, lock-outs, strikes, terrorist attacks, acts of terrorism, piracy, restriction of the free movement of persons and goods, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other cataclysms, the disintegration of the atomic nucleus, the explosion of nuclear devices and radioactive nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other fortuitous event or force majeure, as well as their consequences.

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## **ARTICLE 9 - CLAIMS SETTLEMENT**

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Subject to the application of an exclusion or forfeiture of cover, you will be compensated in the event of a Claim as soon as possible following receipt of the documents supporting the claim and following the agreement of GRITCHEN AFFINITY to cover the Claim. Payment of the insurance compensation will be made in euros, regardless of the currency in which the Member has paid the insurance premium.

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## **ARTICLE 10 - HOW IS YOUR COMPENSATION CALCULATED?**

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If compensation cannot be determined by mutual agreement, it will be assessed by amicable appraisal, subject to our respective rights. We each choose our own expert. If these experts disagree with each other, they call in a third, and all three work together by majority vote.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third, the appointment is made by the President of the Judicial Court, ruling in summary proceedings. Each of the contracting parties shall bear the costs and fees of its own expert and, where applicable, half of those of the third.

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## **ARTICLE 11 - WHAT PENALTIES APPLY IN THE EVENT OF INTENTIONAL MISREPRESENTATION ON YOUR PART AT THE TIME OF THE CLAIM?**

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Any fraud, reticence or intentional misrepresentation on your part concerning the circumstances or consequences of the claim, the amount of the damage, the deliberate use of inaccurate documents or fraudulent means as justification, as well as the failure to declare the existence of any other insurance covering the same risks, will result in the loss of all rights to benefits or compensation for this claim.

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## **ARTICLE 12 - MULTIPLE INSURANCE**

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In accordance with the provisions of Article L. 121-4 of the French Insurance Code, when several insurance policies are taken out without fraud for the same risk, each of them produces its effects within the limits of the policy's cover, and in compliance with the provisions of Article L. 121-1 of the French Insurance Code. In this case, the Insured must notify all insurers. Within these limits, the Insured may contact the Insurer of their choice. When such policies are entered into in bad faith or fraudulently, the penalties provided for in the French Insurance Code (nullity of the policy and damages) apply.

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## ARTICLE 13 - INSURANCE COMPANY SUPERVISORY AUTHORITY

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**Autorité de contrôle prudentiel et de résolution (ACPR) (French Prudential and Resolution Supervisory Authority)**

4 Place de Budapest - CS  
92459 75436 Paris Cedex 09,  
France

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## ARTICLE 14 - PROTECTION OF PERSONAL DATA

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In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (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 Managing Broker GRITCHEN AFFINITY.

The information collected is processed for the purpose of managing the present request and the commercial relationship. Unless you object, your data may be used by your Managing Broker, whose contact details are given in this document, for the purposes of prospecting for the insurance products it distributes.

Your data will only be used for explicit, legitimate and specific purposes related to our insurance and real estate investment activities. Only useful data is collected. This data is kept for the statutory limitation periods. Aréas Assurances communicates your data, including outside the European Union, only to intermediaries, group companies, partners, reinsurers, service providers or authorised professional bodies that require it in the context of our activities. Your data may also be communicated to official bodies and authorised administrative and judicial authorities, in particular in the context of the fight against money laundering and the financing of terrorism or the fight against fraud.

You have the following rights with regard to the processing of personal data carried out by Aréas Assurances through your Managing Broker GRITCHEN AFFINITY: to access your data, to request its rectification in the event of error, to request its deletion, to request the limitation of its processing, to request its portability, to object to its processing and to define directives relating to its fate in the event of death. Once you have given your consent to data processing, you may withdraw it at any time, without affecting the operations carried out prior to this withdrawal.

**All your rights may be exercised by contacting the Data Protection Officer of the Insurer: Aréas Dommages by email at the following address [dpo@areas.fr](mailto:dpo@areas.fr), or contacting your Managing Broker GRITCHEN by email at the following address: [conformite@gritchen.fr](mailto: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](http://www.areas.fr) or on the CNIL website: [www.cnil.fr](http://www.cnil.fr).

The Insured acknowledges that they have been informed that the Insurer processes their personal data and that:

- ▶ The answers to the questions asked are compulsory, and in the event of false declarations or omissions, the consequences may be the nullity of the policy (Article L 113-8 of the French Insurance Code) or the reduction of benefits (Article L 113-9 of the French Insurance Code).
- ▶ The processing of personal data is necessary for the signing and performance of their policy and cover, the management of commercial and contractual relations, or the enforcement of legal, regulatory or administrative provisions in force.
- ▶ The data collected and processed is kept for the time necessary to fulfil the policy or legal.

obligation. This data is then archived in accordance with the time periods stipulated in the provisions relating to limitation.

► The recipients of the data concerning them are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the Insurance Policy and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

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## ARTICLE 15 - SUBROGATION

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Once we have paid you compensation, we are subrogated to any rights and actions you may have against third parties responsible for the loss, as provided for in Article L. 121-12 of the French Insurance Code.

Our subrogation is limited to the amount of the compensation we have paid you or the services we have provided.

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## ARTICLE 16 - LIMITATION OF ACTIONS ARISING FROM THE INSURANCE POLICY

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The limitation period is the period beyond which no claim or legal action is admissible. Any action deriving from the policy is time-barred from the event giving rise to it under the conditions set out in Articles L. 114-1 to L. 114-3 of the French Insurance Code.

**Article L. 114-1 of the French Insurance Code:** "All actions deriving from an insurance policy are time-barred two years after the event giving rise to them. However, this period does not run:

**1** In the event of concealment, omission, false or inaccurate declaration of the risk, from the day the insurer became aware of the risk;

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

When the insured's action against the insurer is based on the recourse of a third party, the limitation period runs only from the date on which the third party took legal action against the insured or was compensated by the latter.

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 rightful claimants of the deceased insured.

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

Article L. 114-2 of the 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 limitation period may also be interrupted by a registered letter with acknowledgement of receipt sent by the insurer to the insured in respect of the claim for payment of the premium, and by the insured to the insurer in respect of the claim for compensation.

The ordinary causes of interruption of the limitation period (Articles 2240 et seq. of the French Civil Code) are: recognition by the debtor of the right of the person against whom he was enforcing the limitation period; a legal claim, even in summary proceedings; a protective measure taken in application of the French Code of Civil Enforcement Procedures or an act of forced execution; the interpellation referred to in Article 2245 of the French Civil Code."

**Article L. 114-3 of the French Insurance Code:** "Notwithstanding Article 2254 of the French Civil Code, the parties to an insurance policy may not, even by mutual agreement, 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 mentioned in Article L.114-2 of the French Insurance Code are those provided for in Articles 2240 to 2246 of the French Civil Code, reproduced below:

**Article 2240 of the French Civil Code:** "The recognition by the debtor of the right of the person against whom he was enforcing the limitation period interrupts the limitation period."

**Article 2241 of the French Civil Code:** "Legal action, even in summary proceedings, interrupts the limitation period and the time limit. The same applies when the claim is brought before an incompetent court or when the act of bringing the claim before the court is annulled due to a procedural defect."

**Article 2242 of the French Civil Code:** "The interruption resulting from the request for legal action produces its effects until the end of the proceedings."

**Article 2243 of the French Civil Code:** "The interruption is null and void if the applicant withdraws his application or allows the proceedings to lapse, or if his application is definitively rejected."

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

**Article 2245 of the French Civil Code:** "The interpellation made to one of the joint and several debtors by an application to the court or by an act of forced execution or the recognition by the debtor of the right of the person against whom he was enforcing the limitation period interrupts the limitation period against all the others, even against their heirs.

On the other hand, a summons issued 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 interpellation or acknowledgement interrupts the limitation period, with regard to the other co-debtors, only for the share for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, an interpellation must be made to all the heirs of the deceased debtor or the recognition of all these heirs."

**Article 2246 of the French Civil Code:** "The interpellation made to the principal debtor or his acknowledgement interrupts the limitation period against the guarantor."

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## ARTICLE 17 - JURISDICTION OF THE COURTS

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Any dispute between the Insured and the Insurer concerning the conditions of application of this policy shall be governed solely by French law and shall be subject to the exclusive jurisdiction of the French courts. However, if the Insured is domiciled in the Principality of Monaco, the Monegasque courts will have exclusive jurisdiction in the event of a dispute between the parties.

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## ARTICLE 18 - LANGUAGE USED

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

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## **ARTICLE 19 - COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM**

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The checks we are legally obliged to carry out to combat money laundering and the financing of terrorism, particularly on cross-border capital movements, may lead us to ask you for explanations or proof at any time, including on the acquisition of insured goods.

In accordance with the French Data Protection Act of 6 January 1978, as amended by the Act of 6 August 2004, and the French Monetary and Financial Code, you have the right to access your personal data by writing to the Commission Nationale de l'Informatique et des Libertés (CNIL).