



SAFEBOOKING CANCELLATION INTERRUPTION

Contract n°01051178-B1



SAFEBOOKING
by gritchen

TRAVEL INSURANCE
SAFEBOOKING
CANCELLATION INTERRUPTION

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PRE-CONTRACTUAL INFORMATION NOTICE

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 included in this insurance contract. Before subscribing to this insurance contract, we invite you to carefully read the present Information Notice, as well as the General Terms and Conditions which follow. We remind you that subscription to this insurance contract is optional and is not a condition for the purchase of an Event.

POINTS OF ATTENTION

This Contract is intended for anyone seeking protection against the events covered by the insurance contract. Your General Terms and Conditions contain exclusions and limitations which you should familiarize yourself with before taking out the policy. This information leaflet and the General Conditions applicable to your insurance cover will be sent to you before you take out the policy, and will then be sent to the address you have given us. The General Terms and Conditions include a notice on the processing of your personal data, summarizing all your rights in this respect. In the event of contradiction between different documents, the most favorable provision will be applied.

HOW DO I JOIN?

The Member's agreement to the Contract may be expressed electronically (on a website or by e-mail), 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 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.

HOW TO PAY YOUR INSURANCE PREMIUM

The Subscriber is informed of the amount of the insurance premium, inclusive of all taxes, in good time before the Subscription. The insurance premium is paid to the Insurer or its representative (indicated on the invoice for the reservation of the Stay) at the time the Contract is taken out, and includes the applicable taxes and charges mentioned separately on the invoice for the reservation of the Stay.

HOW LONG DOES YOUR MEMBERSHIP LAST?

Subject to payment of the premium by the Member and the conditions set out in the article above entitled "WHAT ARE THE CONDITIONS OF MEMBERSHIP", Membership takes effect on the date on which the Member receives confirmation of his or her membership by e-mail, and ends on the last day of the stay at the time indicated on the invoice issued by the Hotel or Tour Operator. The contract is concluded for a firm period without tacit renewal.

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

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

WHEN DO YOUR GUARANTEES TAKE EFFECT?

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 day of subscription to the present contract and payment of the subscription fee, up to the day and time of the start of the Stay (on the outward journey), provided that the subscription to the Contract is simultaneous with the reservation of the stay in accordance with the article above "WHAT IS THE DURATION OF YOUR STAY? ADHESION?" herein.
- **3/ Basic necessities:** from the day and time of the start of your stay (on the outward journey) to the day and time of the end of your stay indicated on the invitation;
- **4/Stay interruption costs:** from the day and time of the start of the stay (outward journey) to the day and time of the end of the stay indicated on the invitation;
- **5/Leaving a personal item in the accommodation:** from the day and time of the start of the stay (on the outward journey) to the day and time of the end of the stay indicated on the invitation.

The "Essentials", "Interruption of stay" and "Forgotten personal belongings" cover specified above apply for the duration of the Stay as indicated on the invoice issued by the Hotel or Tour Operator, up to a maximum of 90 days from the start date of the Stay (outbound).

IN WHICH COUNTRIES DO YOUR WARRANTIES APPLY?

The guarantees and/or benefits subscribed to under the present contract apply :

- > When the booked Insured resides in a country of the European Union including Switzerland, the United Kingdom and Monaco for Stays located worldwide (unless otherwise stipulated) with the exception of countries not politically stabilized, or which, at the date of booking the trip are not recommended by the French Ministry of Foreign Affairs, as well as countries from the following list: Iran, North Korea, Syria, Russia, Crimea, Sevastopol, Luhansk, Donetsk, Kherson and Zaporizhia, Belarus.
- > When the reserved Insured resides in a country outside the European Union, Switzerland, the United Kingdom and Monaco for leased properties located in a European Union country, Switzerland, the United Kingdom and Monaco.

> WHEN AND HOW CAN YOU CANCEL YOUR MEMBERSHIP?

Appendix to article A. 112-1

Information document for exercising the right of renunciation provided for in article L. 112-10 of the French Insurance Code.

You have the right to cancel this contract within thirty days (calendar days) 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 contract, this period runs only from payment of all or part of the first premium. The exercise of the right of renunciation is subject to the following four conditions:

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

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

➤ ***In addition, to avoid duplication of insurance cover, we recommend that you check that you are not already covered by a policy covering one of the risks covered by the contract you have taken out.***

➤ ***If you wish to cancel your contract but do not meet all of the above conditions, please check the cancellation procedures set out below. The Member may cancel your membership (if taken out more than 30 days before the date of departure).***

The Member may cancel his membership (if taken out more than 30 days before the date of departure).

In this case, You may exercise Your right to cancel the contract with **GRITCHEN AFFINITY** within 30 days of the effective date of membership by sending Your request by post or any other durable medium: **GRITCHEN AFFINITY** Service souscription 27 rue Charles Durand 18000 BOURGES, or by e-mail: **souscriptions@gritchen-affinity.com**.

You can use the following template for this purpose:

"I, the undersigned Mr/Mrs _____ residing at _____ hereby renounce my contract no. __ subscribed 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 dispatch of 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.

If you exercise your right to cancel, your policy will be cancelled 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 your right to cancel. If you exercise your right of waiver during the 30-day waiver period, the full premium or contribution remains payable to the insurance company. You may also choose not to take advantage of Your right to cancel by requesting - if applicable - the execution of the Contract's guarantees.

WHEN DO YOUR WARRANTIES EXPIRE?

- > On expiry of the warranty ;
- > In the event of waiver of contract membership as provided for in the preceding article "WHEN AND HOW CAN YOU WAIVE YOUR MEMBERSHIP?"
- > In the event of fraud or attempted fraud when making a claim.

HOW TO CONTACT OUR INSURANCE CLAIMS DEPARTMENT

When insurance cover is involved, the insured must :

- > **Notify Gritchen Affinity in writing** within five (5) working days of any claim that may give rise to a claim under the Contract (reduced to two working days in the event of theft). You must send all necessary supporting documents

in support of any claim (your General Terms and Conditions list the relevant documents in the appropriate sections). **These deadlines run from the date on which the insured becomes aware of the loss or damage likely to give rise to the claim. Once this period has elapsed, the insured will forfeit any right to compensation if the delay has caused prejudice to the Insurer.**

► **Website:** www.declare.fr

► **By mail :** sinistre@declare.fr

► **Mail:** Gritchen Affinity - Service sinistre - 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 contract, difficulties may arise.

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

► **By post:** Gritchen Affinity - Service réclamation - 27 rue Charles Durand - CS70139 - 18021 Bourges Cedex

► **By mail :** reclamations@gritchen.fr

You will receive an acknowledgement of receipt within a maximum of 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 the sending of your letter of complaint.

If you are still dissatisfied and wish to continue discussions, you can contact the Insurer's customer relations department (AREAS - 47, rue de Miromesnil 75380 Paris cedex 08, www.areas.fr, section "submit a claim"), which will reply within the same time limit.

In any event, in the event of persistent disagreement or in the absence of a response, and on 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 (TSA 50110 75441 Paris cedex 09 or by e-mail www.mediation-assurance.org). The opinion of the Insurance Mediation officer is not binding on the parties, who are free to accept or refuse the proposed solution and to refer the matter to the competent court.

PREAMBLE

The present contract is an optional group insurance contract n°01051178,
hereinafter referred to as **the "Contract"**,
underwritten by :

GRITCHEN AFFINITY,

Société par actions simplifiée (simplified joint-stock company) with share capital of 10,260 euros, registered with the Bourges Trade and Companies Register under no. 529 150 542, head office located at 27 rue Charles Durand - 18000 Bourges. VAT no.: FR78529150542 - Société de Courtage d'Assurances 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 the ORIAS in the Insurance Broker category under no. 11061317 (www.orias.fr) - Professional Civil Liability and Financial Guarantee in compliance with Articles L 512-6 and L 512-7 of the French Insurance Code - (hereinafter referred to as "Gritchen Affinity").

or the "Managing Broker"); with :

AREAS DOMMAGES

Société d'assurance mutuelle, registered in the Paris Trade and Companies Register under number D 775 670 466, whose head office is located at 47 rue de Miromesnil 75008 PARIS (hereinafter referred to as the "Insurer") and distributed by the Hotel Establishment or Travel Organizer authorized 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** hold no 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 contract is entrusted to **GRITCHEN AFFINITY** by the Insurer.

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

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

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

This insurance contract is made up of the General Conditions and the insurance certificate/registration form issued by your hotel or travel organizer, which serves as the Special Conditions.

In the event of contradictions or inconsistencies between these documents, the Membership Certificate shall prevail over the Special Conditions, which shall prevail over the General Conditions.

II. TABLE OF WARRANTY AMOUNTS

GUARANTEES	CEILINGS AND DEDUCTIBLES
<p>1 / CANCELLATION</p> <p>Cancellation for MEDICAL REASON Including COVID Extension</p> <p>Cancellation OTHER NAMED CAUSES</p>	<p>Under the terms of the cancellation fee schedule: maximum compensation of 32,000€ per insured accommodation.</p> <p>MEDICAL REASON : Deductible 3% of cancellation fees with a minimum of €2 / file and a maximum of €150 / file</p> <p>OTHER NAMED CAUSES : Deductible 3% of cancellation costs with a minimum of 2€ / case and a maximum of 150€ / case, except for the following causes for which the Deductible is 25% of cancellation costs: - Deletion or modification of the paid vacation date imposed by the employer ; - Theft of your identity card or passport within 48 hours;</p>
<p>2/ LATE ARRIVAL</p> <p>Refund on a pro rata basis of unused nights already paid for in the event of late arrival of more than 24 hours.</p>	<p>Maximum 3 days refundable Absolute excess: 1 day</p>
<p>3/ ESSENTIAL ITEMS</p> <p>Reimbursement of purchases of essential items in the event of loss or delay in delivery of more than 24 hours by the airline, or in the event of theft from a vehicle.</p>	<p>Maximum 200€ per claim No deductible</p>
<p>4/ TRIP INTERRUPTION COSTS</p> <p>Reimbursement of unused ground services (pro rata temporis)</p>	<p>32,000€ per insured accommodation No deductible</p>
<p>5/ LEAVING A PERSONAL ITEM IN THE ACCOMMODATION</p> <p>Reimbursement of the cost of sending a personal item forgotten in the place of stay</p>	<p>150 per file Max. 1 object/accommodation</p>

III. DESCRIPTION OF INSURANCE COVERAGE

1 / CANCELLATION

WHAT DO WE GUARANTEE?

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 Hotel or Tour Operator's general terms and conditions, 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, only under the conditions specifically described below, to the exclusion of all others and subject to the maximum limit and deductible specified in the Table of Benefit Amounts:

➤ **Serious illness, serious bodily injury or death, including relapse, aggravation of a chronic or pre-existing illness, as well as the after-effects of an accident that occurred prior to the subscription date.**

of the present contract, and not foreseeable on the date of reservation of the Stay, preventing the trip from taking place (it being understood that the date of the first medical observation of the aggravation, evolution or relapse will be taken into account for the calculation of the reimbursement):

- > of yourself ;
- > 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 regularized before the booking date;
- > your legal guardian ;
- > a person usually living under your roof ;
- > The person designated when you took out the policy, who is responsible for looking after or accompanying your minor children on vacation, or the disabled person living under your roof and for whom you are the legal guardian, provided that the person is hospitalized for more than 48 consecutive hours or dies.

We will only intervene if the Illness or Bodily Injury formally or partially prevents you from leaving your home, requires medical attention and prevents you from carrying out any professional activity or other basic activity of daily living, these being cumulative conditions.

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

► **Complications due to pregnancy before the 28th week of pregnancy of one of the persons participating in the trip and insured under this Contract:**

- > which result in the absolute cessation of all work or other basic activities of daily living 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 to follow a preventive treatment required for the chosen destination, provided that the contraindication or medical impossibility is unknown at the time of booking. at the time of contract subscription and beyond the Insured's control.**

→ COVID EXTENSION

Notwithstanding the exclusion "EPIDEMICS, PANDEMICS, RECOGNIZED BY NATIONAL OR INTERNATIONAL HEALTH AUTHORITIES" set out in article 2 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE?"

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 Contract**, up to the amount indicated in the table of coverage amounts (excluding administrative fees, visa fees, insurance premiums and all taxes):

► **Illness resulting from the Insured's contamination with COVID-19 (including the consequences or aggravation of the illness not foreseeable on the date the stay was booked and occurring after the contract was taken out) justified by an authority.**

medical, and resulting in quarantine and/or hospitalization during the dates of stay and contraindicating travel (supporting documents will be required);

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

In the event of cancellation due to illness of the Insured or a Member of his/her 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 warranty to be valid, the test must be performed only :

- > **or 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 doctor** after obtaining a "positive" PCR test, consulted for the treatment and monitoring of symptoms existing 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 the present contract and will not be reimbursed.

► Refusal of boarding by the Insured, following a COVID-19 check carried out on arrival at the airport, railway station, bus station or port of departure, organized by the health authorities of the country of departure or the transport company with which you are travelling. (Proof issued by the transport company that denied 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 performed within 72 hours prior to departure as required by the *Any cancellation of the trip due to a positive PCR test carried out outside these conditions cannot be covered by the present contract and will not be reimbursed.*

■ CANCELLATION FOR OTHER 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 Coverage Amounts:

► Theft resulting from burglary or major material damage caused by fire, explosion, water damage or climatic events at the Insured's home or business premises.

occurring in the 48 hours prior to departure, provided that the said premises are more than 25% destroyed and that the event imperatively requires the presence of the Insured to carry out the necessary protective measures. A complaint must be lodged with the police within 48 hours of the date of discovery of the theft.

► Material damage resulting from a road accident to the Insured's vehicle during the 48 hours prior to the 1st day of the trip, rendering the vehicle beyond repair within the time required to that the Insured travels to the place of stay or point of departure for the trip, on the date initially planned and insofar as the vehicle is essential for the Insured to get there. Breakdown of the vehicle, regardless of the cause, is excluded from this coverage.

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

► The Insured obtains 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.

on the day the trip is booked, provided it does not concern a contract extension or renewal, a change in the type of employment contract or an assignment provided by a temporary employment agency. This cover is granted to salaried employees, to the exclusion of members of the liberal professions, managers, legal representatives of companies, self-employed workers, craftsmen and casual entertainment workers.

► Summons of the Insured to 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 Contract was taken out, and requiring the presence of the Insured for one of the following reasons:

- > Summons or summons to appear before a court as a juror, witness or expert,
- > Convocation for the adoption of a child,
- > Convocation for an organ transplant,

- > Invitation to a make-up exam for higher education, provided that the failure is not known at the time the Contract is taken out,
- > Summons to appear before a court or administrative tribunal.

➤ **Non-disciplinary professional transfer imposed by your employer in writing, requiring a relocation during your insured Stay or within 15 days of the date of return from your trip, provided that the transfer was not known at the time the Contract was taken out. This cover is granted exclusively to salaried employees, to the exclusion of members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.**

➤ **Deletion or modification of the date of your paid vacation imposed by your employer for reasons of exceptional circumstances, having the characteristics of force majeure, when they had been officially agreed by the employer in writing before the trip was booked and the present contract taken out. The original agreement document from the employer will be required. This cover is granted to salaried employees, excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers. This cover does not apply in the event of a change of employment.**

➤ **A deductible of 25% of the claim amount remains payable by you.**

➤ **Outright theft of your identity card or passport within 48 hours of your trip departure, if these documents are essential for the insured trip, preventing the fulfilment of control measures, by the competent authorities, of obligations linked to land, air or sea traffic, and provided that a declaration of theft has been made, as soon as the theft is known, to the nearest police authorities within 48 hours. A deductible of 25% of the amount of the claim 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 city or cities of destination or stay, in the 30 days preceding the booking of the stay,**

➤ **The event causes material damage that prevents the Insured from carrying out his or her holiday activities in the town or towns where the insured holiday is to be taken, or within a radius of 50 kilometers of the holiday destination.**

WHAT WE EXCLUDE

The present "Cancellation" guarantee does not cover the impossibility of leaving due to the closure of borders, material organization, accommodation or safety conditions at the destination.

Furthermore, in addition to the exclusions listed in article 2 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES?", we cannot intervene if cancellation results from :

➤ *cancellation caused by a person hospitalized at the time of booking your stay or taking out this contract;*

➤ *An unstabilized 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 fertilization and its consequences and complications ;*
- *cancellations caused by the transport company, the hotel, the tour operator or a service provider;*
- *any medical event or pathology that has not been qualified as such by a competent medical authority or without hospitalization or resulting in hospitalization of less than 4 days and whose diagnosis (cause or consequence) from the following list: bipolar, anxiety, depression, post-traumatic stress disorder, dementia, dysthymia, asthenia, schizophrenia, paranoia, burn-out, overwork, autism, Alzheimer's, Parkinson's, obsessive behavior disorder (OCD), eating disorder (ED), Tourette's syndrome;*
- *an event, illness or accident that was first diagnosed, relapsed or worsened prior to the date of enrolment in the present contract and which renders the insured unable to work. trip impossible for the insured ;*
- *PCR tests not required by the country of destination, the transport company, the hotel or the travel organizer;*
- *PCR tests that do not meet the conditions of this warranty, antigenic tests ;*
- *of any person declared as a contact case to 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 stay;*
- *Events occurring between the date you book your stay and the date you take out this policy;*
- *failure, for any reason whatsoever, to present documents essential to the trip: passport, visa, travel documents, vaccination booklet, except in the case of theft, within 48 hours prior to departure, passport or identity card;*
- *theft of identity card or passport when entrusted ;*
- *theft resulting from proven negligence on the part of the Insured (leaving the property in plain sight without surveillance, or in a private place not equipped with a locking device or not activated). or not fully enclosed);*
- *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 subscription;*
- *of a contractual termination ;*
- *lack or excess of snow.*

HOW MUCH DO WE INVEST?

We cover the amount of cancellation costs incurred on the day of the insured event, 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 be reimbursed in proportion to the total number of participants.

Administrative fees charged by the Hotel or Tour Operator following 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 the present contract, are not refundable.

ATTENTION:

If the insured person cancels 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 contract is taken out after the reason for cancellation has arisen and the Insured is aware of it, he/she 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 coverage, 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 the claim. **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 by :

- in the event of illness or accident, a medical certificate specifying the origin, 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 boarding issued by the transport company that denied you boarding, or by the health authorities; in the absence of this proof, no compensation will be paid. (if possible),
- in the event of death, a death certificate and a 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 Service**" envelope which we will send you on receipt of the claim form, together with the medical questionnaire to be completed by your doctor.

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

You must also provide any information or documents requested to justify the reason for your cancellation, and in particular :

- > all photocopies of prescriptions for medicines, tests or examinations, as well as all documents proving that they have been issued or carried out, and in particular sickness slips containing copies of the corresponding labels for medicines prescribed,
- > statements from Social Security and complementary organizations 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 that 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.

IMPORTANT:

It is also expressly agreed that you accept in advance the principle of an examination by our medical advisor. Should you object to this without a legitimate reason, you will lose your warranty rights.

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.

2/ LATE ARRIVAL

WHAT DO WE GUARANTEE?

If an unforeseeable, irresistible event beyond the Insured's control occurs during the outward journey between the Insured's place of residence and the place of Stay, and if this event delays the Insured's arrival at the scheduled 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, prorated temporis, within the limits indicated in the table of coverage 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 Stay.

WHAT WE EXCLUDE

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

Furthermore, in addition to the exclusions listed in Article 2 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES?", 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 organization 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 of learning of the event that may give rise to the guarantee, except in the case of fortuitous events or force majeure; **if this time limit is not respected and we suffer loss as a result, you will lose all rights to compensation.**

You will also be asked to provide any information and documents required to substantiate your claim and assess the amount of your loss.

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.

3/ ESSENTIAL ITEMS

WHAT DO WE GUARANTEE?

We guarantee reimbursement of expenses incurred for the purchase of essential items (clothing, hygiene products) enabling you to temporarily cope with the unavailability of your personal belongings in the event of :

1) Loss and delay of more than 24 hours in delivery of Baggage by the airline during outbound transportation, provided that :

- > you used a regularly licensed transport company to get to the destination of the insured trip;
- > and that the baggage has been checked in and entrusted to the airline.

Cover is provided on condition that you have declared the loss or delay in delivery of your baggage to the airline or its representative. This cover takes effect from the date and time of check-in with the authorized carrier and expires on the scheduled return date of the Stay.

2) the theft of luggage committed by breaking into the vehicle if you use a car to go to the place of your insured Stay, provided that your Luggage is locked in the trunk of the vehicle and out of sight. Only theft by vehicle break-in is covered. **If the vehicle is parked on a public road, cover is provided only between 7 a.m. and 10 p.m.**

You must report the theft within 48 hours to the police authorities nearest to the scene of the crime.

This cover takes effect on the first day of the Stay and expires on the last day of the Stay.

HOW MUCH DO WE INVEST?

Upon presentation of proof of purchase, we will reimburse you for **essential items (clothing, hygiene products)** up to the amount indicated in the Table of Benefits.

ATTENTION: Our refund will be made after deduction of any refund obtained from the transport company or any other organization.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The claim declaration must be sent to **GRITCHEN AFFINITY** within 5 working days of learning of the event that may give rise to the guarantee, except in the case of fortuitous events or force majeure; **if this time limit is not respected and we suffer loss as a result, you will lose all rights to compensation.**

You must also provide all the information and documents requested to substantiate the reason for your claim and to assess the amount of your loss:

- > proof of purchase of essential items,
- > baggage check-in stub in case of loss or delay,
- > any irregularity report issued by the airline,
- > the baggage delivery note indicating the date and time of delivery, if applicable,
- > receipt of complaint in the event of burglary,
- > photos of the break-in, if applicable.

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.

WHAT WE EXCLUDE

In addition to the exclusions listed in Article 2 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?", the following are not covered:

- *Loss or delay of delivery when baggage is transported by a mode of transport other than air;*
- *Theft other than burglary committed from inside the vehicle you are using;*
- *Delay below the covered threshold ;*
- *Delay or loss of baggage not checked in and/or not entrusted to the airline;*
- *Delay or loss on the return flight home;*
- *Luggage transported by a means of transport other than air, except in the event of theft by forcible entry if the insured uses a car to get to the trip;*
- *Requests for reimbursement of unjustified or non-essential purchases;*
- *Camping flights ;*
- *Theft resulting from negligence on the part of the Insured or any other person the accompanying person during the insured stay, i.e. leaving his/her luggage or any other objects visible from outside the vehicle and/or without having completely closed and locked all accesses.*

4/ TRIP INTERRUPTION COSTS

WHAT DO WE GUARANTEE?

If 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 (excluding return travel) on a pro rata 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 to be with him or her at the bedside or at the funeral, and an assistance company repatriates you, 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 accommodation expenses already paid but not used (excluding transport tickets) on a pro rata temporis basis, starting from the night following the date of early return.

We also intervene **in the event of robbery, serious fire damage, explosion, water damage, or damage caused by the forces of nature to your professional or private premises**, and requiring your presence to take the necessary protective measures during the dates of your stay, 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 pro rata temporis basis, starting from the night following the date of early return.

WHAT WE EXCLUDE

In addition to the exclusions listed in article 2 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR GUARANTEES?", consecutive interruptions are not covered:

- *to any event (including illnesses or accidents for which an initial claim has been made). treatment, relapse, worsening or hospitalization). between the date of reservation of the stay and the subscription of the contract ;*
- *treatment, a cure, a voluntary interruption of pregnancy, an in vitro fertilization and its consequences, an artificial insemination and its consequences, a pregnancy or an in vitro fertilization childbirth ;*
- *Periodic check-ups and observation ;*
- *Any medical event or pathology that has not been qualified as such by a competent medical authority or without hospitalization or resulting in hospitalization of less than 4 days and for which the diagnosis (cause or consequence) from the following list: bipolarity, anxiety, depression, post-traumatic stress disorder, dementia, dysthymia, asthenia, schizophrenia, paranoia, burn-out, overwork, autism, Alzheimer's, Parkinson's, obsessive behavior disorder (OCD), eating disorder (ED), Tourette's syndrome to medical interventions resulting solely from the Insured's will, except in cases of medically recognized necessity.*

Similarly, the following are not guaranteed:

- *Claims for reimbursement of transport tickets,*
- *Requests for reimbursement for services not included on the travel registration form and therefore not guaranteed (even if these services are purchased from the local representative of the organizer on site).*

HOW MUCH DO WE INVEST?

You will be reimbursed for travel expenses already paid but not used as a result of the interruption to your Stay (excluding travel expenses).

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 compensated up to the ceiling indicated in the Table of Coverage.

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 trip organizer giving 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.

If you do not provide our medical advisor with the medical information required for an investigation, the case cannot be settled.

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.

5/ LEAVING A PERSONAL ITEM IN THE ACCOMMODATION

WHAT DO WE GUARANTEE?

We will reimburse you, upon presentation of the original invoice for the shipment of the Forgotten Object and up to the limit shown in the Table of Coverage, for **the cost of sending the Forgotten Object** from the place of insured Stay to your Home.

The guarantee applies to a single forgotten Object per accommodation, it being specified that the forgotten Object must comply with the following weight and 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 shall the Insurer be held liable:

- > delays attributable to the transport organizations used to deliver the Forgotten Object.
- > breakage, loss, damage or theft of the forgotten Object during transit;
- > consequences resulting from the nature of the forgotten object;
- > refusal to authorize shipment of the forgotten Object by national or international customs authorities.

WHAT WE EXCLUDE

In addition to the exclusions listed in Article 2 "WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERAGES?", the following are not covered:

- *Any item covered by national, European and international regulations on hazardous products, as defined in particular by the regulations of the Civil Aviation Organization. International (ICAO);*
- *All items containing explosives, ammunition, gases, solid and liquid flammable materials, oxidizing, toxic and/or infectious substances, corrosive or radioactive products, batteries and rechargeable batteries. lithium ;*
- *All items which, by their nature, packaging or wrapping, may present a danger to personnel, third parties, the environment, the safety of transport vehicles, or to the environment. damage other objects, machinery, vehicles or property belonging to third parties;*

- *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 offend human dignity, integrity or respect for the human body, in particular ashes and relic funeral ;*
- *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 transaction 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 INVEST?

We cover the cost of sending the forgotten item, up to the maximum indicated in the Table of Coverage.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

After having contacted your host, found the forgotten object and had it sent to your home, you must send your declaration to **GRITCHEN AFFINITY**, within 10 working days from the date of dispatch, except in cases of force majeure, accompanied by :

- > your contract number,
- > the booking invoice for the Stay,
- > and the original invoice for shipping costs issued by the shipping company used to deliver the Forgotten Object.

IV. GENERAL CONTRACT PROVISIONS

ARTICLE 1 - DEFINITIONS AND SCOPE OF APPLICATION

The following definitions apply to all coverages, unless otherwise specified.

For the purposes of this contract, the following definitions shall apply:

Serious bodily injury: Any unintentional bodily injury caused by the victim, resulting from the sudden action of a moving or static external cause but having an abnormal dynamic and certified by a medical doctor in the field concerned, leading to the issue of a prescription for medication or treatment for the injured person and involving the cessation of all professional activity or, in the absence of professional activity, any other basic activity to be carried out as part of everyday life and prohibiting him/her from travelling by his/her own means.

Member : An individual who has subscribed to this optional group insurance contract and paid the corresponding insurance premium.

Hazard: Unintentional, unforeseeable, irresistible event beyond the control of the insured.

Insured(s): Individual(s) or group(s) duly insured under this Contract, in accordance with the cover taken out, and whose surname(s) and first name(s) appear on the membership certificate or the special conditions of the Contract, 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 registered office is 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 with the French Ministry of Foreign Affairs.

Beneficiary : Person entitled to benefits, not in a personal capacity, but because of their relationship with the insured. Unless otherwise stipulated at the time of taking out the present contract, this refers exclusively to the insured's spouse, or failing that, the insured's children, or failing that, the insured's heirs.

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

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

Insurance Code: Collection of legislative and regulatory texts governing insurance contracts.

Spouse: The Insured's spouse or civil union partner, of the opposite or same sex, living under the same roof and having a relationship with the Insured recognized by the law of the country of origin (Domicile).

Forfeiture: Contractual sanction which deprives you of all cover for the Loss 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 non-compliance with your obligations following a Loss.

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

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

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

Epidemic: Any outbreak and spread of a contagious infectious disease that strikes a large number of people at the same time on a national scale.

Hotel establishment or Travel Organizer: Tourism professional through whom the insured Stay has been booked, and duly authorized by the Policyholder to distribute the Contract.

Cancellation fees: Amount of the fees contractually owed to the Hotel or Tour Organizer by its customer and appearing in the latter's general terms and conditions of sale approved by the Insured when signing his/her registration form for the Trip.

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

Deductible: Part of the indemnity remaining payable by you in the event of a claim.

Insurance claims manager: Refers to **GRITCHEN AFFINITY**, whose head office is located at 27 rue Charles Durand - CS70139 -18021 Bourges Cedex (Email: 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 listed on the same travel registration certificate.

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

Foreign war: A 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 in the field in question, contra-indicating the insured stay and requiring appropriate treatment.

Serious illness: Sudden and unforeseeable deterioration in health certified by a competent medical authority in the field covered by the illness, 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 that must be carried out as part of everyday life.

Maximum per accommodation : Where cover is provided for several insured persons who are victims of the same event and who are insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover, regardless of the number of victims. Consequently, claims are reduced and settled in proportion to the number of victims.

Family member: A family member is defined as a person who can prove a relationship (de jure or de facto) with the Insured from the following list: spouse, ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

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

Nullity: Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the 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 his/her place of residence for tax purposes.

Claim: Event likely to result in the application of a guarantee under the contract.

Underwriter: Refers to **GRITCHEN AFFINITY**, which underwrites the present Contract on behalf of Members and Insureds and undertakes to pay contributions.

Subrogation: The legal situation by which one person is transferred 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 person who suffers bodily injury, material damage or consequential loss caused by another Insured person (Insured persons are considered to be third parties). Any individual or legal entity, excluding the Policyholder, the Insured, members of his or her family, accompanying persons and employees.

Theft: Fraudulent theft committed by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: Theft by forcible entry, Theft by assault, as recorded in the police report. In the event of a Robbery, you must provide proof that a complaint has been lodged with the police within 48 hours of the date on which the Robbery was discovered.

Theft by forcible entry: The 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 characterized by serious evidence, in particular material traces found on the external locking device:

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

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

Trip : Trip organized by the member and for which you are insured according to the benefits subscribed. The period of validity of the cover corresponds to the dates of the Trip 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").

ARTICLE 2 - WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR WARRANTIES?

WE CANNOT INTERVENE WHEN YOUR CLAIMS FOR GUARANTEES OR BENEFITS ARE THE RESULT OF :

- EPIDEMICS, PANDEMICS, RECOGNIZED 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 ;
- ERUPTIONS OF VOLCANOES, EARTHQUAKES, FLOODS, TIDAL WAVES OR OTHER NATURAL DISASTERS, NATURAL CATASTROPHES, UNLESS OTHERWISE STIPULATED UNDER SPECIAL CONDITIONS AND IN ACCORDANCE WITH THE PROVISIONS OF THE CANCELLATION GUARANTEE ;
- 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 LAW.

CANCELLATION INSURANCE ;

- AN INSURED PERSON'S VOLUNTARY PARTICIPATION IN RIOTS OR STRIKES ;
- FROM ATOMIC NUCLEUS DISINTEGRATION OR ANY IRRADIATION FROM IONIZING RADIATION;
- ALCOHOLISM, DRUNKENNESS, USE OF DRUGS, NARCOTICS OR MEDICATION NOT PRESCRIBED BY A DOCTOR;
- AN INTENTIONAL ACT COMMITTED BY THE INSURED PERSON OR WITH HIS/HER COMPLICITY;
- DUELS, BETTING, CRIMES, BRAWLS (EXCEPT SELF-DEFENSE) ;
- THE 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 ORGANIZED BY A SPORTS FEDERATION;
- OF SUICIDE AND THE CONSEQUENCES OF SUICIDE ATTEMPTS ;
- INTENTIONAL NON-COMPLIANCE WITH THE REGULATIONS OF THE VISITED COUNTRY ;
- PROPERTY AND/OR INSURED ACTIVITIES WHERE THE INSURER IS PROHIBITED FROM PROVIDING AN INSURANCE CONTRACT OR SERVICE AS A RESULT OF A SANCTION, RESTRICTIONS OR PROHIBITIONS PROVIDED FOR BY AGREEMENTS, LAWS OR REGULATIONS, INCLUDING THOSE DECIDED BY THE BOARD OF DIRECTORS THE COUNCIL OF THE EUROPEAN UNION, OR ANY OTHER APPLICABLE NATIONAL LAW;
- GOODS AND/OR INSURED ACTIVITIES WHEN THEY ARE SUBJECT TO ANY SANCTION, RESTRICTION, TOTAL OR PARTIAL EMBARGO OR PROHIBITION PROVIDED FOR BY THE LAW. 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 IN THE EVENT THAT THE INSURANCE CONTRACT, THE GOODS AND/OR ACTIVITIES INSURED FALL WITHIN THE SCOPE OF THE DECISION ON 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;
- ABSENCE OF RISK OR INTENTIONAL ACT OF THE INSURED ;
- NEGLIGENCE ON THE PART OF THE INSURED ;

- *AN ACT OF THE INSURER PUNISHABLE BY LAW;*
- *FOR ANY EVENT FOR WHICH THE ESTABLISHMENT MAY BE HELD RESPONSIBLE HOTELIER OR TOUR OPERATOR UNDER TITLES VI AND VII OF LAW N°92-645 DU 13 JUILLET 1992 FIXANT LES CONDITIONS D'EXERCICE DES ACTIVITES D'ORGANISATION ET DE VENTE DE VOYAGE ;*
- *DEFAULT OF ANY KIND, INCLUDING FINANCIAL DEFAULT, ON THE PART OF YOUR TRAVEL ORGANIZER OR CARRIER, MAKING IT IMPOSSIBLE FOR THEM TO FULFILL THEIR OBLIGATIONS CONTRACTUAL ;*
- *PROFESSIONAL PRACTICE OF ANY SPORT;*
- *EXPENSES INCURRED AFTER RETURN FROM TRIP OR EXPIRY OF WARRANTY ;*
- *THE CONSEQUENCES OF CRIMINAL PROCEEDINGS AGAINST YOU ;*
- *THE HEALTH SITUATION AT THE PLACE OF STAY ;*
- *ROBBERIES OTHER THAN BURGLARY OR ASSAULT;*
- *THEFTS FOR WHICH NO MENTION IS MADE IN THE POLICE REPORT OF ONE OF THE CATEGORIES OF ROBBERY SPECIFIED IN THE INSURANCE CONTRACT (THEFT BY OR ASSAULT).*

ARTICLE 3 - WHAT LIMITS APPLY IN THE EVENT OF FORCE MAJEURE?

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.

ARTICLE 4 - CLAIMS SETTLEMENT

In the event of a claim, you will be reimbursed as soon as possible after GRITCHEN AFFINITY has received the supporting documents and agreed to cover the claim. Payment of the insurance indemnity will be made in euros, regardless of the currency in which the Member has paid the insurance premium.

ARTICLE 5 - HOW IS YOUR COMPENSATION CALCULATED?

If compensation cannot be determined by mutual agreement, it is assessed by amicable appraisal, subject to our respective rights. Each of us chooses its own expert. If these experts are not in agreement with each other, they call in a third and all three operate jointly and by majority vote.

Should either of us fail to appoint an expert, or should the two experts fail to agree on the choice of a third, the appointment shall be made by the President of the Tribunal Judiciaire, acting in summary proceedings. Each of the parties shall bear the costs and fees of its own expert and, where applicable, half those of the third.

ARTICLE 6 - WHAT PENALTIES APPLY IN THE EVENT OF INTENTIONAL MISREPRESENTATION ON YOUR PART AT THE TIME OF THE CLAIM?

ANY FRAUD, RELUCTANCE 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 ANY RIGHT TO BENEFITS OR COMPENSATION FOR THIS CLAIM.

ARTICLE 7 - MULTIPLE INSURANCES

In accordance with the provisions of article L. 121-4 of the French Insurance Code, when several insurances are taken out without fraud for the same risk, each of them produces its effects within the limits of the contract 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 his choice. In the event of fraudulent or deceitful contracting, the penalties provided for in the French Insurance Code (nullity of the contract and damages) shall apply.

ARTICLE 8 - INSURANCE COMPANY SUPERVISORY AUTHORITY

Autorité de contrôle prudentiel et de résolution (ACPR)
4 Place de Budapest - CS 92459
75436 Paris Cedex 09, France

ARTICLE 9 - 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 individuals with regard to the processing of personal data and on the free movement of such data (RGPD), we inform you that your personal data is collected and processed by the companies Aréas Dommages and Aréas Vie (hereinafter collectively referred to as "Aréas Assurances") through your Managing Broker **GRITCHEN AFFINITY**.

The information collected will be processed for the purpose of managing the present request and the commercial relationship. Unless you object, your data may be used by your broker manager, whose contact details are given in this document, for the purposes of prospecting for the insurance products he 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 authorized professional bodies that require it in the context of our activities. Your data may also be communicated to official bodies and authorized administrative and legal 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 oppose its processing and to define directives concerning its fate in the event of your 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 with the Insurer's Data Protection Officer via the following contact form: <https://www.areas.fr/contacter-le-dpo> or by post at the following address: 47/49 rue de Miromesnil 75008 PARIS, or with your Managing Broker GRITCHEN by e-mail at the following address: 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**.

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data and that :

- > The answers to the questions asked are obligatory, and in the event of false declarations or omissions, the consequences may be the nullity 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 the subscription and performance of the contract and its guarantees, for the management of commercial and contractual relations, or for the enforcement of legal, regulatory or administrative provisions in force.
- > The data collected and processed is kept for the time required to fulfill the contract or legal obligation. The data is then archived in accordance with the time limits laid down in the provisions governing statutes of limitation.
- > The recipients of the data concerning him/her are, within the limits of their responsibilities, the Insurer's departments in charge of taking out, managing and executing the insurance contract and cover, its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

ARTICLE 10 - SUBROGATION

Once we have paid you an indemnity, 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 indemnity we have paid you or the services we have provided.

ARTICLE 11 - LIMITATION OF ACTIONS ARISING FROM THE INSURANCE CONTRACT

Prescription is the period beyond which no claim or legal action is admissible. Any action deriving from the contract 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 contract 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 it;

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 arises from the recourse of a third party, the limitation period runs only from the day on which the third party has taken legal action against the insured or has been compensated by the latter.

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

For life insurance contracts, notwithstanding the provisions of 2°, the beneficiary's actions are time-barred no later than thirty years from the death of the insured".

Article L. 114-2 of the French Insurance Code: "Prescription is interrupted by one of the ordinary causes of interruption of prescription and by the appointment of experts following a claim. The interruption of prescription may also result from the sending of a registered letter with acknowledgement of receipt by the insurer to the insured in respect of the action for payment of the premium, and by the insured to the insurer in respect of the settlement of the indemnity.

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

Article L. 114-3 of the French Insurance Code: "Notwithstanding article 2254 of the French Civil Code, the parties to an insurance contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the causes of its suspension or interruption.

The ordinary causes of interruption of prescription mentioned in article L.114-2 of the Insurance Code are those provided for in articles 2240 to 2246 of the Civil Code, reproduced below:

Article 2240 of the Civil Code: "The recognition by the debtor of the right of the person against whom he was prescribing interrupts the prescription period.

Article 2241 of the Civil Code: "A legal claim, even in summary proceedings, interrupts the prescription period and the time limit for foreclosure. 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 Civil Code: "The interruption resulting from a legal claim produces its effects until the proceedings are extinguished.

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

Article 2244 of the Civil Code: "The prescription period or the foreclosure period is also interrupted by a conservatory measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution."

Article 2245 of the French Civil Code: "A summons issued to one of the joint and several debtors by way of a legal claim or a writ of execution, or recognition by the debtor of the right of the person against whom he was prescribing, interrupts the prescription 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 prescription period, with regard to the other co-debtors, only for the share for which this heir is liable.

To interrupt the prescription 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 Civil Code: "The interpellation made to the principal debtor or his acknowledgement interrupts the prescription period against the surety."

ARTICLE 12 - JURISDICTION

Any dispute between the Insured and the Insurer concerning the conditions of application of this contract 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.

ARTICLE 13 - LANGUAGE USED

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

ARTICLE 14 - COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM

The checks we are legally required to carry out to combat money laundering and the financing of terrorism, particularly on cross-border capital movements, may lead us to ask you at any time for explanations or proof, including on the acquisition of insured goods. In accordance with the French Data Protection Act of January 6, 1978, amended by the Act of August 6, 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).