

# INSURANCE CONTRACT NO. 1029345

## OWNER'S INFORMATION NOTE

Your policy is made up of Specific Terms and Conditions and General Terms and Conditions.

### SPECIFIC TERMS AND CONDITIONS

Drawn up on the basis of the information provided by the Policyholder to the Broker, the Specific Terms and Conditions personalise the insurance contract by defining the characteristics of the risk and specifying the cover chosen by the Policyholder as well as the special clauses he/she has subscribed to.

In case of conflict between the Specific Terms and Conditions and the General Terms and Conditions, the former shall prevail over the latter.

### GENERAL TERMS AND CONDITIONS

Their purpose is to:

- Define the terms used in the contract.
- Recall the legal principles established by the laws and decrees in force (contained in particular in the French Insurance Code) which regulate the existence and operation of the insurance contract.
- Specify the formalities to be completed in the event of a claim and the procedures for settling claims.
- Define the content and application limits of the cover (Special Provisions).

These General and Specific Terms and Conditions are supplemented by Appendices.

## SPECIFIC TERMS AND CONDITIONS

### ARTICLE 1. TABLE OF BENEFITS

DISTRIBUTION	ARTICLE	COVERAGE	EXCESS	LILMIT / RÉSERVATION	
	TENANT’S SPECIAL PROVISIONS				
	2.1	Cancellation / Modification / Interruption			
Optional	2.1.1	- Health problems and death	/	€25,000	
		- Any other Insured Event	10% (Min. €50)		
	2.1.2	Extensions:			
Optional	Extension no.1	Cancellation and Modification for any justified reason	20% (Min. €50)		
Unsubscribed	Extension no.2	Health Cure			
		- Health problems and death	/		
		- Other	10% (Min. 50€)		
Unsubscribed	Extension no.3	Safe arrival	10% (Min. €50)	€300	
Optional	2.2	Unavailability of the Holiday Rental	/	€25,000	
Optional	2.3	Personal Belongings	10% (Min. €50)	With invoice: €2,000 Without invoice: €200	
Optional	2.4	Liability for Holidays		Up to a limit of €1,000,000	
	2.4.1	- Including Rental Liability		€750,000	
	2.4.2	- including Claims by neighbours and third parties		€250,000	
Optional	2.5	Rescue / Repatriation Fees			€10,000 €3,000 €
		- Rescue Fees - Repatriation			
OWNER’S SPECIAL PROVISIONS					
	2.1	Cancellation by the Tenant	/	€25 000  Limited to 75% of the rental amount in case of Unreasoned Cancellation	
Optional	2.1.1	- Reasoned Cancellation			
Optional	2.1.2	- Extension Unreasoned Cancellation			
Optional	2.2	Re-letting fees			
Optional	2.3	Fraud			
Included	2.4	Unpaid claims			
Included	2.5	Property damage	€50*	€5,000	
		- Including glass breakage		€2,500	
Included	2.6	Owner’s Liability	10% (Min. €50)	€1,000,000	
		- Personal injuries		€1,000,000	
		- Material damages		€50,000	
		- Consequential immaterial damages		€20,000	

\* Only the Incident greater than or equal to the amount indicated is covered from the first euro.

### ARTICLE 2. CONTRACTUAL LIMIT OF INDEMNITY

Coverage for Unpaid Claims and Cancellations / Modifications / Interruptions due to one of the following causes:

- Natural disaster, technological disaster, attack, pollution, storm, forest fire, riot,
- Bad Weather

the amount of cover is limited to €300,000 per Loss and per FONCIA point of sale, regardless the number of Guaranteed Services for which compensation may be paid under this contract. If the amount of the Loss exceeds the contractual limit of compensation, we will proceed to distribute the amount on a pro rata basis.

### ARTICLE 3. SPECIAL AGREEMENTS

### ARTICLE 4. OBLIGATION TO DECLARE THE RISK

The Guaranteed Services must be sent within fifteen **(15) days of the end of the booking month**.

This list must mention:

- The unique reference of the Service Contract concluded with the Policyholder,
- the unique reference of the property rented or the service sold,
- the identity of the intermediary (e.g. tour operator, concierge service, etc.) if the Service Contract has been concluded through an intermediary,
- the identity of the end customer, Insured or beneficiary,
- The amount of the price of the Services, net of fees and taxes,
- The amount of the insurance premium (if the Specific Terms and conditions provide for Owner and Tenant premiums, mention both separately),
- The conclusion date of the Service Contract,
- The start and end dates of the Guaranteed Service.

This list can be sent:

- by automated flows
- or by computer file in Excel format following the template provided by the Broker for this purpose.

Failure to declare the rentals within the time limit will result in a penalty charge of 50% of the premium for the last period declared. Similarly, the file not transmitted must be transmitted within a maximum of 30 days after the end of the reservation month.

When these errors or omissions are of a fraudulent nature by their nature, their importance or their repetition, the Insurer shall be entitled to recover the claims paid, independently of the payment of the indemnity provided for above (in application of Article L. 113-10 of the French Insurance Code).

We may at any time carry out the necessary checks.

### ARTICLE 5. PAYMENT OF PREMIUMS

You must pay the premium and taxes in advance on the due date and in accordance with the terms and conditions indicated in the Specific Terms and Conditions.

In the event of non-payment of a premium (or a fraction of a premium) within ten (10) days of its due date, independently of our right to pursue the execution of the contract in court, we may, in accordance with Article L. 113-3 of the French Insurance Code:

- send a registered letter to you or to the person responsible for paying the premiums, at their last known address, as a formal notice. The guarantee is suspended thirty (30) days after this letter is sent.
- terminate the contract ten (10) days after the expiry of the period of thirty (30) days referred to above by notification, either in the registered letter of formal notice, or by a new registered letter.

If the premium is split, the suspension of the cover, which occurs because of non-payment of one of the parts of the premium, has effect until the end of the period in question, without exempting you from the obligation to pay the parts of the premium due on their due date.

### ARTICLE 6. MODIFICATION

Any modification of the present agreement shall be subject to an amendment ratified by both parties.

Depending on the evolution of the cost of incidents, we may have to modify our tariff and our conditions of cover. In this case, your premium and, if applicable, the conditions of cover, will be modified. The Broker undertakes to inform you at least three (3) months before the new conditions come into force.

You may then terminate your membership before the entry into force of these changes by sending a registered letter to MARSH in accordance with the procedures defined in the Termination article.

### ARTICLE 7. TERMINATION

The Contract may be terminated on each annual expiry date, subject to at least two (2) months' notice by registered letter or email with acknowledgement of receipt, or by a declaration made against receipt, unless otherwise stipulated elsewhere.

For all terminations by registered letter, the periods of notice or time limits are counted from the date of dispatch, the postmark being taken as proof.

We reserve the right to terminate the policy after a Claim in accordance with the provisions of Article R. 113-10 of the French Insurance Code.

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. COMMON DEFINITIONS

The words or terms appearing hereinafter and starting with a capital letter will have the following meaning throughout the contract:

**Accident:** any sudden, unforeseen event resulting from a cause external to the Insured or the damaged item.

**Bad Weather:** excess or lack of snow or strong winds.

**Balance due:** difference between the total amount of the reserved holiday and the amount of the down payment or the deposit already paid at the time of the Loss.

**Blatant Theft:** fraudulent dispossession by a third party against the Insured, proven and recorded as such by a competent authority in the following cases: Theft by breaking and entering, Theft by assault, mentioned in the police report. **You must provide proof that a complaint has been lodged with the police within 48 hours of the day on which the Blatant Theft is established.**

**Cancellation:** firm and definitive withdrawal made to the Policyholder before the Start Date of the Guaranteed Service.

**Consequential immaterial damages:** any damage other than personal or material damage involving fees and monetary loss resulting from the deprivation of enjoying a right, the interruption of a service rendered by a person or a property, or the loss of a benefit and following covered Personal injuries or Material damage.

**Disrepair:** depreciation resulting from the use, wear and tear, maintenance or years of service of the property.

Disrepair applied:

With invoice	5% per year from the purchase date up to a maximum of 50%.
Without invoice	50% on the basis of the price (including VAT) of an equivalent replacement item.

**End Date:** date and time of the Guaranteed Service end date indicated on the Service Contract.

**Excess:** remaining sum borne by the Insured in the event of a Loss.

**Explosion:** sudden and violent action from the pressure or reduction of pressure of gas or vapor.

**Family Member:** any person who can prove a family relationship (de jure or de facto) with the Insured from the following list: husband, wife, civil union or cohabiting partner living under the same roof, parents, parents-in-law, children, children-in-law, brothers and sisters, brothers-in-law and sisters-in-law, grandparents and grandchildren.

**Third-Degree Family Member:** uncles and aunts, nephews and nieces, great-grandparents, and great-grandchildren.

**Fire:** combustion with flames outside of a normal household.

**Guaranteed Service:** Holiday Rental, ski lessons, ski lift passes, sports equipment hire, day nurseries, sports and leisure activities purchased from the Policyholder and for which the insurance premium has been paid.

The insurance covers only the services taken into account on the basis of the insurance premium and within the limits of the amount declared, **after deduction of administrative fees, cleaning fees, taxes (tourist, airline and port taxes) and the insurance premium.**

**Group:** group of Tenants numbering more than 8, whether or not they belong to the same tax household.

**Health Problem:** illness or injury caused by an Accident, diagnosed by a medical doctor, involving the cessation of all professional activity or the need to remain at home if the person does not work,

requiring the observation of a course of medication and leading to: (a) when the illness or injury affects the Insured: the medical doctor forbids you to take part in the Guaranteed Service,

(b) when the illness or injury affects another person referred to in Article 2.1.1. a) of the Tenant's Special Provisions: to hospitalisation in the thirty (30) days prior to the Start Date in the case of Cancellation or Modification, or between the Start Date and the End Date in the case of Interruption.

**In the event of Covid-19 contamination, you must provide proof of a medical certificate prohibiting participation in the Guaranteed Service, as well as the result of a positive PCR test carried out within 48 hours of the Start Date in the event of Cancellation or Modification, or between the Start Date and the End Date in the event of Interruption.**

**Hazard:** unintentional, unforeseeable, irresistible and external event.

**Holiday Rental:** any accommodation meeting all of the following conditions:

- the rented premises can be any type of accommodation in a building, including bed and breakfast, caravans, motor homes, houseboats and mobile homes,
- the premises must be located in France,
- the premises must be furnished,
- the rented premises must not be the Insured's company accommodation,
- the rental must be for a maximum of ninety (90) consecutive, non-renewable days.

**Insured / you:** natural or legal person who is the beneficiary of the coverage designated in the Insured Persons section of the Special Provisions.

**Insurer / we:** AREAS DOMMAGES, a Mutual Insurance Company registered in the Paris Trade and Companies Register under number D 775 670 466, with its headquarters at 47 rue de Miromesnil 75008 PARIS.

**Interruption:** firm and definitive withdrawal made to the Policyholder between the Start Date and the End Date of the Guaranteed Service.

**Lapse:** a 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 Rightful Claimants if you incur it as a result of failure to comply with your obligations following a Loss.

**Loss:** a random event likely to invoke the benefits of this agreement. If the Loss has several causes, only the first causes produced or cited by the Insured will be retained. **The damages, regardless of their spread over time, having the same cause and the same origin, constitute one single Loss.**

**Material damages:** any violation, deterioration, alteration, loss or destruction of movable or immovable property.

**Modification:** firm and definitive postponement made to the Policyholder before the Start Date of the Guaranteed Service.

**Negligence:** any action by the Insured in respect of property or an event which has caused foreseeable damage (or loss) to himself, to another Insured or to a Third Party, which could have been avoided in the situation in question. Negligence applies to any omission or theft.

**Owner:** natural or legal person in possession of a property, allocated for holidays, which they offer, directly or via an intermediary, for rent for a tourism clientele under a Rental Contract.

**Partner:** spouse or civil union partner of the Insured, of the opposite sex or the same sex, living under the same roof and having a relationship with the Insured recognised by the law of the country in which the Insured's principal place of residence is located.

**Personal Belongings:** clothing, mobile audiovisual equipment (mobile phones, computers, tablets, cameras and their accessories), exercise bikes and electric-assist bicycles.

**Personal Injuries:** any accidental physical harm suffered by a person.

**Policyholder:** contract signatory established under this name in the Specific Terms and Conditions, Owners or tourism professionals offering Guaranteed Services.

**Rightful Claimant:** a person who receives benefits paid, not in a personal capacity, but by virtue of their relationship with the Insured. Unless otherwise stipulated at the time of subscription to this Contract, this refers exclusively to the Partner, failing which the children, failing which the heirs of the Insured.

**Service or Rental Contract:** contract concluded between the Policyholder and the Insured named in the Specific Provisions for Tenants and detailing the Guaranteed Services.

**Start Date:** date and time of the Guaranteed Service start date indicated on the Service Contract.

**Ski Area:** mountain area where you can ski and undertake other sporting activities, sliding or otherwise, on the snow during the winter season, including marked trails and off-piste in the vicinity, meaning accessible via ski lifts and returning through gravity to the skiing area in accordance with law no. 2016-1888 of the 28th of December 2016, known as the Mountain Law.

**Snowfront:** public area of a winter sports resort or snow stadium which forms the main interface between the resort and the Ski area, and which contains the starting point of one or more ski lifts and the finishing point of one or more ski runs.

**Strike:** collective cessation of work by employees in support of industrial demands.

**Tenant:** any natural person designated (surname, first name, address) on the Rental Contract. The Insured Tenant cannot be the Owner, Bare-Owner, usufructuary or free occupant of the rented premises.

**Theft by assault:** Blatant Theft of a property belonging to the Insured committed by a Third party by physical or verbal violence toward the Insured.

**Third Parties:** natural or legal persons other than:

- the Insured, a Family Member or a Third-Degree Family Member,
- the Policyholder,
- any party to this contract,
- their employees, attendants, or associates.

**Theft by breaking and entering:** Blatant 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 discovery of serious evidence, in particular material traces found on the external locking device:

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

**Water damage:** damage caused by accidental water leaks or overflows from all water-effect and heating appliances.

## ARTICLE 2. CONTRACT PURPOSE

The purpose of the contract is to cover the Guaranteed Services proposed by the Policyholder.

The coverage established in these General Terms and Conditions can only be applied provided that all the provisions of the Service Contract have been respected by the parties and that the deposit or down payment has been paid.

## ARTICLE 3. TERRITORIALITY

Your coverage is only applicable for Guaranteed Services located in France, including in the French Overseas Departments and Regions.

## ARTICLE 4. EFFECTIVE DATE AND DURATION OF COVERAGE

### 4.1. EFFECTIVE DATE

#### Subscription on behalf of the Tenant

If the insurance is taken out by the Policyholder on behalf of the Tenants, cover is acquired as soon as the Service Contract is concluded and subject to payment by the Policyholder of the corresponding premium.

#### Optional Membership

If the insurance is proposed by the Policyholder as an option, cover is acquired as soon as you agree to the conditions of cover and pay the corresponding premium to the Policyholder.

If membership is taken out at the same time as the purchase of the Guaranteed Service, cover takes effect without any waiting period, as long as the above conditions are met.

However, if the subscription is not made at the same time as the purchase of the Guaranteed Service, the subscription is only valid if it is made before the application of the cancellation fee schedule set out in the Policyholder's terms and conditions of sale and no later than thirty-one (31) days before the Start Date of the Guaranteed Service, bearing in mind that a waiting period of four (4) days will be applied from the date of membership, during which no cover will take effect.

**If the Cancellation or Modification is due to a modification or removal of paid holidays by the employer, the Loss will only be taken into account if membership is simultaneous with the conclusion of the Service Contract.**

### 4.2. DURATION OF COVERAGE

The coverage of your agreement is applied to rentals for a maximum and non-renewable duration of **90 consecutive days** under the following conditions:

Coverage	Start	End
Cancellation	Effective date of cover	The execution time of the Guaranteed Service as stipulated in the Service Contract (e.g. for a Holiday Rental: when the keys are handed over, on the 1 <sup>st</sup> day of the rental period).
Other	The execution time of the Guaranteed Service as stipulated in the Service Contract (e.g. for a Holiday Rental: when the keys are handed over, on the 1 <sup>st</sup> day of the rental period)	The end time of the Guaranteed Service as stipulated in the Service Contract (e.g. for Holiday Rental: when the keys are returned on leaving the property)

- all the direct or indirect effects of explosion, heat release, irradiation resulting from the transmutation of nuclei or the radioactivity of an explosion of any substance or contamination of a biological or chemical nature,
  - a Fire resulting from a campfire or chimney fire in a flue that has not been swept in the year preceding the Loss,
  - competitive sports or competitions involving motorised vehicles,
  - practicing a sport as a professional as well as air sports, bobsleigh, skeleton, rock-climbing, ice-hockey, scuba diving,
  - the cost of disinfection, disinsectisation and deratting,
  - administrative fees, cleaning packages, taxes (tourist, airline and port taxes) appearing in the Service Contract, as well as the insurance premium and visa fees.
- In addition to these general exclusions, the specific exclusions listed under each of the cover types in this policy apply cover apply.

## ARTICLE 5. HAZARD

Events that call into play the coverage must occur after the effective date of cover and/or not be known to the Insured on the effective date of cover. Failing that, the Insurer shall have the right to oppose the risk and refuse to cover it. The random event must have a direct and exclusive causal link with the inability to leave.

## ARTICLE 6. COMMON EXCLUSIONS

In all cases, unless otherwise stipulated, the following are excluded:

- Losses caused by the consumption of alcoholic beverages, drugs, narcotics, psychotropic substances, stimulants, medicines not prescribed by a doctor or any other similar substances. To determine whether such influence existed, we will refer to the provisions established by the laws relating to the driving of motor vehicles and the safety of pedestrians in force at the time when the incident occurred,
- Any Health Problem or death resulting from an epidemic or pandemic recognised by the World Health Organisation (WHO) or any competent authority in the country of your main residence or in any country you plan to visit or travel through, and originating in an infectious pathogen unknown on the effective date of cover,
- quarantine, closure of borders and/or individual or collective travel restrictions imposed by a competent authority,
- geographical destinations not recommended by the French Ministry of Foreign Affairs,
- any intentional act or negligence on the part of the Insured,
- suicide or attempted suicide,
- the absence of a Hazard,
- any event occurring between purchase date of the Guaranteed Service and membership to this contract,
- non-compliance with the rules of procedure set out in the Rental Contract,
- non-compliance with the maximum number of people that the rented premises can accommodate,
- participation by the Insured in a bet,
- the consequences of criminal proceedings against the Insured,
- health cure,
- damages directly or indirectly linked to:
  - foreign war and civil war, riot and civil commotion,



## TENANT'S SPECIAL PROVISIONS

### ARTICLE 1. INSURED PERSONS

Under the Tenant's Special Provisions, the persons named as beneficiaries of the Benefits covered by the Service Contract concluded with the Policyholder are referred to as the "Insured" below, i.e.:

- the Tenant,
- and any individual or legal entity having purchased a Guaranteed Service other than a Holiday Rental from the Policyholder.

Under no circumstances may the guarantees below benefit the Policyholder, the supplier of the Guaranteed Service, the Owner, bare owner, usufructuary or free occupant of the Holiday Rental.

In the case of optional distribution, the Insured only benefit from cover if the words "Cancellation Insurance" appear in the Service Contract.

### ARTICLE 2. COVERAGE

#### 2.1. CANCELLATION / MODIFICATION / INTERRUPTION

We reimburse you for the Cancellation, Modification or Interruption fees retained by the Policyholder, **up to the amounts shown in the Table of Benefits, the scale of fees set out in the Policyholder's terms and conditions of sale, and without ever being able to exceed the amount shown in the Service Contract**, when one of the Insured Events occurs and obliges you to cancel, modify or interrupt the Guaranteed Service.

**IN THE EVENT THAT THE INSURED DOES NOT SHOW UP ON THE AGREED DATE FOR A NON-GUARANTEED REASON, NO COVER WILL BE GRANTED.**

##### 2.1.1. Insured Events

- a) Health Problem:
  - of the Insured,
  - of a Family Member of the Insured, provided that your presence at the bedside is required by the Family Member's medical doctor between the Start Date and the End Date of the Guaranteed Service,
  - of the person charged with:
    - o caring for minors or disabled adults for whom you are the legal guardian, between the Start Date and the End Date of the Guaranteed Service,
    - o replacing you at your workplace, between the Start Date and the End Date of the guaranteed Event, provided that a replacement agreement has been signed and settled before the reservation date.
- b) Death:
  - of the Insured,
  - of a Family Member or a Third-Degree Family Member of Insured, provided that the burial takes place between the Start Date and the End Date of the Guaranteed Service.
- c) Pregnancy complications of an Insured Person, pathological pregnancy, miscarriage, medical termination of pregnancy (IMG), childbirth and their after-effects occurring before the beginning of the 28<sup>th</sup> week.
- d) State of pregnancy unknown when the cover takes effect and declared incompatible with the Guaranteed Service by the very nature of the latter, by a medical doctor.
- e) Blatant Theft, Material Damages as a result of Fire, Explosion, Water Damage or a natural event occurring in your home, your

secondary residence or your business premises in the 48 hours preceding the Start Date of the Guaranteed Service, provided that the event requires your presence to make the property safe and prevent it from becoming worse.

- f) You or your Partner economic redundancy, provided that the redundancy procedure was not initiated before the cover took effect. **This cover is granted exclusively to salaried employees and for Cancellation and Modification cases only.**
- g) Non-disciplinary professional transfer, imposed by the employer, obliging you to move between the Start Date and the End Date of the Guaranteed Service or within the fifteen (15) days prior to the Start Date of the Guaranteed Service. **This cover is granted exclusively to salaried employees and for Cancellation and Modification cases only.**
- h) Modification or removal of the Insured's holiday leave dates, imposed by his/her employer, due to exceptional, unforeseeable and irresistible circumstances arising from a cause outside the Insured's control, when they had been agreed by the employer in writing before the conclusion of the Service Contract. A certificate from the employer will be required. **This cover is granted exclusively to salaried employees and for Cancellation and Modification only.**
- i) Your divorce (legal break-up of a civil marriage) or break-up of a civil partnership (Civil Solidarity Pact), provided that the proceedings were brought before the courts after the trip was booked and on presentation of an official document.
- j) Roadblocks, Strikes, floods or natural events, certified by a competent administrative authority, preventing you from reaching the location of the Guaranteed Service by any means of transport (road, rail, air, sea) on the Start Date of the Guaranteed Service and within the following 48 hours. A certificate of closure of road, rail, sea and air routes provided by the competent authorities (town or city hall, SNCF, airports or airlines, etc.) will be required.
- k) Blatant Theft or Material Damage to your vehicle occurring in the 48 hours prior to the Start Date of the Guaranteed Service, rendering it unrepairable within the time required to get you to the place where the Guaranteed Service is to be carried out, on the Start Date and insofar as the vehicle is essential for you to get there.
- l) Tourist visa refusal for one of the Insureds by the authorities of the visited country, provided that:
  - The documents required to decide on your visa application have been submitted to the competent authorities of that country within the required time,
  - no application has been submitted previously and already refused by these authorities for a previous stay.
 Proof from the embassy will be required.
- m) Theft of the identity card or passport of one of the Insureds in the 24 hours preceding your departure, preventing you from satisfying the border police's formalities and essential for the Guaranteed Service, provided that a theft report has been made to the police authorities within 48 hours of becoming aware of the theft.
- n) Obtaining a service provision assignment for a period of more than 3 consecutive months starting before the Start Date and continuing between the Start Date and the End Date of the Guaranteed Service or obtaining salaried employment while you were registered as a jobseeker with your job center on the day the Service Contract was signed.

- o) Your summons to a date between the Start Date and the End Date of the Guaranteed Service, which cannot be postponed and requires your presence for one of the following reasons:
- Subpoena or summons to appear before a court as a juror, witness or expert,
  - Summons for the adoption of a child,
  - Summons for a medical exam or an organ transplant,
  - Summons to a re-take exam for higher education.
- p) Occurrence of one of the following events leading to the local competent administrative authorities banning access to the site where the Guaranteed Service is to be carried out within a radius of 5km, provided that in the 48 hours preceding the Start Date of the Guaranteed Service, no lifting of the prohibition by the said authorities has been published:
- natural disaster under French law no. 82-600 from the 13th of July 1982 or technological disaster under article L. 128-1 of the French Insurance Code, recognised as such by interministerial decree,
  - pollution, storm, forest fire.
- q) Attack within the meaning of article 412-1 of the French Penal Code, occurring in the 48 hours prior to the Start Date of the Guaranteed Service, within a radius of 30km of the holiday location of the Guaranteed Service.
- r) Bad Weather when all the following conditions are met:
- the holiday dates are between 15 December and 15 April each year, provided that the Ski Area concerned is actually open during these periods,
  - Bad Weather causes the closure of more than 70% of the slopes in the Ski Area for at least 3 consecutive days in the 5 days preceding the Start Date of the Guaranteed Service in the case of Cancellation or Modification, or between the Start Date and the End Date of the Guaranteed Service in the case of Interruption,
  - Bad Weather is recorded in a weather and piste opening report published by the operator of the Ski Area concerned.
- s) Vaccination contraindication or medical impossibility for an Insured Person to follow a preventive treatment necessary for the chosen destination.

**The following is not covered:**

- under a), b), c) et d):
  - o Health Problem occurred or having given rise to a surgical procedure, re-education, additional examination or a change in treatment during the thirty (30) days prior to the effective date of cover,
  - o any manifestation of illness between the conclusion of the Service Contract and the effective date of cover,
  - o cosmetic treatment (except following a Health Problem), or a pathology whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, except in the event of hospitalisation of at least 3 days,
  - o voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences,
- under:
  - o f), g) et h) :
    - the managers and legal representatives of the company, liberal professions and independent workers (including tradespersons and entertainment workers),
    - termination of a temporary contract, resignation, and contractual termination of an employment contract,
    - dismissal for gross misconduct,
  - o i) : separation of cohabitants,
  - o e) et k) et m): theft of identity card, passport or car when they have been entrusted to you,

- o l) : **absence of a response from the authorities for the issue of a tourist visa,**
- o n) :
  - **employer change at your initiative,**
  - **the extension or renewal of the service or employment contract and changes to the type of employment contract,**
- o r) :
  - **the closure of runs where the Snowfront is below 1000 metres,**
  - **the closure of ski runs in the Ski Area due to a breakdown, sabotage or accident preventing the normal operation of the ski lifts, Strike or lack of staff, or through an administrative decision not resulting from the occurrence of a Bad Weather,**
  - **the non-opening of the Ski area for skiing season concerned.**
- o s) **refusal or absence of vaccination.**

### 2.1.2. Extensions

The following events are only covered if they are indicated as granted in the Specific Terms and Conditions.

The other clauses, benefits and exclusions of the agreement that do not contradict the following stipulations continue to apply.

#### Extension no. 1 – Cancellation and Modification for any justified reason

The coverage is extended to Cancellations and Modifications following another justified event, not mentioned in article 2.1.1 "Events covered", constituting an immediate, real and serious obstacle to your departure.

This event must be sudden, unforeseeable on the date on which cover takes effect, beyond your control, and preventing your participation in the Guaranteed Service.

**The following is not covered:**

- Interruption,
- Cancellation, Modification or Interruption by the Policyholder or the Guaranteed Service organiser, regardless the reason including force majeure,
- The health situation at the location of the Guaranteed Service.

#### Extension no. 2 – Buyback of « Health Cure » Exclusion

The coverage is extended to Holiday Rental with the purpose being a health cure when the Cancellation, Modification, Interruption is due to:

- one of the Insured Events listed in the article 2.1.1. of these Tenant's Special Provisions,
- the closure of the spa establishment.

In addition to the « Guaranteed Services », we also cover the additional treatments and comfort services invoiced by the spa establishment not covered by Social Security or your additional insurance policies as long as these services have been included in the initial premium base.

**The following is not covered:**

- Cancellation, Modification or Interruption due to a medical ban on cures or refusal to cover the cost of the cure by compulsory and/or complementary health insurance schemes,
- Any cause other than those provided in Extension no. 2 - Buyback "Health Cure" Exclusion of these Special Provisions, even if you have taken out Extension no. 1 - Cancellation for any justified reason.

#### Extension no. 3 – Coverage for safe arrival

We cover the costs of transport, accommodation and catering which weren't initially foreseen, incurred, in the 24 hours following the



event, in order to arrive at the holiday destination following a traffic accident or a breakdown of your personal means of transport when this cannot be repaired or replaced within a period enabling transport on the date set out in the Service Contract.

**The following is not covered:**

- costs for returning, repairing or towing the vehicle,
- Accidents and breakdowns due to the vehicle's lack of maintenance.

## 2.2. UNAVAILABILITY OF THE HOLIDAY RENTAL

In the event of unavailability of the Holiday Rental due to:

- Blatant Theft of a nature to render the Holiday Rental unusable or Fire, Explosion or Water Damages occurring in the month preceding the Start Date of the Holiday Rental and which has not been resolved before the said date,
- Health Problem or death of the Owner,
- Sale of the Holiday Rental,

we cover, **up to the amounts shown in the Table of Benefits:**

- if the Insured is offered alternative accommodation by the Owner and they accept it: the difference between the cancelled rental and the alternative accommodation **up to 25% of the amount of the cancelled Holiday Rental**
- if the Insured is not offered alternative accommodation by the Owner or they do receive an offer but refuse it: double the down payment or deposit paid for the cancelled Holiday Rental.

We retain our right of recourse against the Owner, in particular to proceed by any means at our convenience, to the recovery of the sums paid to the Tenant.

## 2.3. PERSONAL BELONGINGS

We cover Material Damages caused to the Tenant's Personal Belongings to you following a Fire, Explosion or Water Damage occurring in the rented premises between the Start Date and End date of the Holiday Rental and which the Tenant is not responsible.

Compensation is paid after application of the Disrepair rate indicated in your Specific Terms and Conditions and **up to the amounts shown in the Table of Benefits.**

**This coverage cannot be cumulated with the Civil Liability cover in the Owner's Special Provisions.**

**The following is not covered:**

- Wear and tear,
- Theft,
- Consequences of the civil liability of the Tenant and his/her accompanying persons.

## 2.4. LIABILITY FOR HOLIDAYS

In the event of Fire, Explosion or Water Damage occurred to the Holiday Rental between the Start Date and End Date of the said rental period caused by you, we cover, **after the security deposit has been used up and up to the amount shown in the Table of Benefits:**

### 2.4.1. Rental liability

- the financial consequences of your liability, pursuant to articles 1732 and 1735 of the French Civil Code, for the Material Damages and Consequential Immaterial Damages caused to property and furniture belonging to the Owner.

### 2.4.2. Claims by neighbours and Third Parties

- the financial consequences of your liability, pursuant to articles 1240 and 1242 of the French Civil Code, for the Material Damages caused by neighbours and third parties, and for which the Rental Liability coverage above has come into play.

Holiday Civil Liability coverage is only granted in addition to or in the absence of any Civil Liability insurance taken out by the Insured, or that does not cover the consequences of the Loss.

**THE INSURED MAY NOT COMPROMISE WITH INJURED THIRD PARTIES OR ACCEPT AN ADMISSION OF LIABILITY WITHOUT THE INSURER'S AGREEMENT.**

**THE ADMISSION OF A MATERIAL FACT, AS WELL AS NATURAL ACTS OF ASSISTANCE, DO NOT CONSTITUTE AN ADMISSION OF LIABILITY.**

**IN THE EVENT OF A LOSS, THE INSURED MUST ENDEAVOUR TO LIMIT THE CONSEQUENCES OF THE LOSS AS FAR AS POSSIBLE AND TAKE ALL PRECAUTIONARY MEASURES TO RESCUE AND SAFEGUARD THE RENTED PREMISES AND ITS CONTENTS.**

**The following is not covered:**

- consequences of:
  - o hunting,
  - o the use of any motor vehicle or any aerial navigation device, including Ultra-Light Motorized planes and paramotors, category B to G drones, and any other marine or river device,
  - o carrying out a professional activity,
  - o burns, particularly to linen and clothing,
  - o total or partial destruction of objects dropped, thrown or placed in or on a fireplace,
  - o storage, transport and use of fireworks, which use is regulated,
- property outside the buildings of the rented premises,
- installations located outside the rented premises that do not belong to the Owner,
- castles or buildings classified as historic monuments,
- damage to property and objects belonging to the Tenant,
- damage to premises owned by the Insured,
- the Insured's civil liability in the event of non-payment for the rented premises,
- damage originating outside the insured property occupied or made available to the Insured,
- damage suffered while the premises containing the insured items are fully occupied by Third Parties other than the Tenant,
- immaterial damages except where it is the direct consequence of insured Material Damages,
- damages resulting from the breakage or overflow of demountable or inflatable swimming pools,
- damage resulting from deliberate damage,
- damage to the following items:
  - o jewellery, paintings, drawings, engravings, manuscripts, carpets and tapestries worth more than €300, statues and art objects,
  - o cash and securities of any kind,
  - o plantations and plants,
  - o computer, audiovisual and multimedia equipment, including accessories, peripherals and the software required for their operation,
  - o motorised land vehicles, bicycles, boats and aircraft,
- the costs incurred to establish the reality of your loss or to prove it (expert reports, photos, bailiff's reports).

## 2.5. RESCUE/REPATRIATION FEES

**Rescue Fees:** We cover, **up to the amount shown in the Table of Benefits**, the search and rescue fees invoiced and implemented by a body authorised to come to your aid at sea or in the mountains following a life-threatening event.

The Insurer does not under any circumstances substitute itself for local emergency rescue organisations.

Repatriation: In the event that a stay is interrupted due to a covered Health Problem, we cover the transport costs not initially foreseen and incurred for you as well as that of other Insured.

**The following is not covered: search and rescue fees on ski slopes.**

### ARTICLE 3. WITHDRAWAL

When the insurance is offered by the Policyholder as an option, the member may cancel his/her membership (if it was taken out more than 30 days before the Start Date of the Guaranteed Service).

In this case, you may exercise your right to withdraw from the Policyholder within 30 days of the date on which the cover takes effect.

To do this, you can use the following model: « *I undersigned < surname, first name and address > withdraw from my insurance policy LOCPLUS no.1029345. Executed in à <Place>, on <date>, Signature: <signature>* »

The Policyholder will reimburse you for all insurance premiums paid within a maximum of thirty (30) complete calendar days from the date on which we receive your withdrawal request, on condition that no claim for compensation has been submitted or is in the process of being submitted and that no incident that could give rise to a Loss has occurred.

You may also choose not to benefit from your right to withdraw by requesting, if applicable, the implementation of cover provided for in this insurance policy.

### ARTICLE 4. EFFECTIVE DATE OF COVER

In application of the Policyholder's terms and conditions of sale, the cover takes effect:

- For seaside holidays: 14 days before the Start Date of the Guaranteed Service.
- For mountain holidays: 29 days before the Start Date of the Guaranteed Service.

## OWNER'S SPECIAL PROVISIONS

### ARTICLE 1. INSURED PERSONS

Under the Owner's Special Provisions, the following persons are referred to as the "Insured":

- the Policyholder,
- the Owner.

Under no circumstances shall the following cover apply to the Tenant.

### ARTICLE 2. COVERAGE

The coverage is acquired exclusively for Holiday Rentals, excluding all other services, when all the following conditions are met:

- a Rental Contract has been duly concluded between the Policyholder and the Tenant,
- the Tenant has paid a deposit before the occurrence of the Loss,
- the property concerned continued to be offered for rental between the Cancellation date and the Rental End Date.

#### 2.1. CANCELLATION BY THE TENANT

##### 2.1.1. Reasoned Cancellation

If the Cancellation is the result of an Insured Event, under the Tenant's Special Provisions, we will pay the Balance Due **within the limit of the amounts shown in the Table of Benefits, the scale of fees set out in the Policyholder's terms and conditions of sale, and without ever being able to exceed the rent shown in the Rental Contract.**

##### 2.1.2. Extension Unreasoned Cancellation

The following conditions are covered only if they are indicated as acquired in the Table of Benefits. The other clauses, guarantees and exclusions of the contract insofar as they are not contrary to the following stipulations continue to apply.

In the event of an Unreasoned Cancellation, we will pay the Balance Due, **up to the amounts shown in the Table of Benefits and the scale of fees set out in the Policyholder's terms and conditions of sale, and ever being able to exceed 75% of the amount shown in the Rental Contract.**

We retain our right of recourse against the Tenant for all or part of the Balance Due, in particular to proceed by any means at our convenience to recover the sums paid to the Owner.

##### 2.1.3. Compensation terms and conditions

If a Tenant has refused to adhere to the Contract or if the circumstances invoked as grounds for Cancellation are not guaranteed, we will deduct from the compensation due to the Owner the sums already received and the sums due but not yet received on the Cancellation date:

- at least the amount of the deposit,
- the full amount if the Cancellation is made within thirty (30) days prior to the Start Date of the Guaranteed Service,

unless the general rental conditions are more favourable to the Tenant.

The Balance Due will only be paid once the Broker has received the certificate of non-rental sent to the Policyholder by the Broker at the earliest on the End Date of the Holiday Rental.

**The following is excluded: changes made by the Tenant to the Rental Contract.**

##### 2.1.4. Compensation limit

For seaside holidays:

From the time of booking until 15 days before the Start Date of the Guaranteed Service	<b>50% of the rent set out in the Rental Contract</b>
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From 14 days until the Start Date of the Guaranteed Service	<b>75% of the rent set out in the Rental Contract</b>
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For mountain holidays:

From the time of booking until 30 days before the Start Date of the Guaranteed Service	<b>50% of the rent set out in the Rental Contract</b>
From 29 days until the Start Date of the Guaranteed Service	<b>75% of the rent set out in the Rental Contract</b>

#### 2.2. RE-LETTING FEES

If a Holiday Rental cancelled by the Tenant has been re-let, during all or part of the initial rental period, we undertake to pay compensation for the costs incurred by the Policyholder for the re-letting, **up to the amounts shown in the Table of Benefits.**

The re-letting compensation is paid when:

- Cancellation of the initial Holiday Rental is guaranteed, whether under the Tenant's Special Provisions or Owner's Special Provisions,
- there remains a Balance Due before re-letting,
- the Balance Due after re-letting is negative or less than 30% of the re-letting rent.

If all these cumulative conditions are met, the re-letting compensation is equal to 30% of the re-letting rent less the Balance Due after re-letting.

**In all cases, the sum of all the compensations – Tenant, Owner and Compensation for re-letting fees – granted in respect of a Cancellation may not exceed the commitment initially made in respect of the Holiday Rental covered.**

In the event of full compensation of the initial rent, the Insurer automatically becomes the temporary usufructuary of the Holiday Rental for the period covered by the Rental Contract, and neither the Policyholder nor the Owner can oppose this. He may therefore dispose of the property as he wishes, provided that he accepts the Policyholder's rental conditions. Failing this, and in the event of re-letting, any sum received in respect of the said re-letting will then be subject to recourse by the Insurer for any amount in excess of 30% of the re-letting rent.

#### 2.3. FRAUD

We will refund, **up to the amounts shown in the Table of Benefits**, any sums due to the Owner (including security deposits) where these have been paid from:

- cheques from unfunded accounts or stolen chequebooks, or
- of payment cards that have been refused, under the condition that you provide proof of payment from your bank.

We shall bear the costs of debt collection and shall retain all rights of recourse against the Tenant.

We will only intervene after the Owner has sent a formal notice to the Tenant by registered letter with acknowledgement of receipt, which has remained unsuccessful after a period of one month.

**Deposit cheques are not guaranteed**, except for rental contracts whose effective date is, within the limit of 8 days, similar to the date of the beginning of the stay, in which case the compensation will be total.

#### 2.4. UNPAID CLAIMS

We cover the amount of unpaid rentals from organisations such as tour operators or travel agencies up to **80% of the amount owed.**

We retain all recourse against debtors.

**Claims cancelled due to force majeure are not guaranteed.**

## 2.5. PROPERTY DAMAGE

We cover, **up to the amounts shown in the Table of Benefits**, theft of and damage to property made available to the Tenant.

When the damage caused by the Tenant is intentional or in case of a theft, the guarantee is only acquired by the Owner if the perpetrator(s) has been the subject of a complaint not withdrawn within 48 hours from the competent authorities.

### Compensation terms and conditions:

Compensation is paid on the basis of the purchase value on the date of the Loss of an equivalent item to that damaged or missing, or the repair value if this is lower, **after deduction of Disrepair and Excess in both cases**.

Restoration to its original condition will be preferred in accordance with the " Compensation Roles and Limits" described in the "In the event of a Loss" sheet below. Under these conditions, any damage that only partially affects the property will be covered only to the extent of the loss actually suffered.

For any Loss over €500, you may be asked to provide an inventory of fixtures on arrival and departure, or failing this, a detailed acknowledgement of the damage signed by the Tenant.

### **The following is excluded:**

- damage sustained while the premises containing the insured items are fully occupied by Third Parties other than the Tenant, or persons authorised by the latter.
- damage caused to the common parts of a co-owned property,
- theft of the keys to the rented premises,
- theft of any outdoor property,
- damage to and theft of:
  - o jewellery, paintings, drawings, engravings, manuscripts, statues and art objects,
  - o cash and securities of any kind,
  - o plantations and plants,
  - o nomadic computer, audiovisual and multimedia equipment, including accessories, peripherals and the software required for their use,
  - o motorised land vehicles, bicycles, boats, and aircraft
  - o animals,
- damage caused by Water Damage, Fire or Explosion that make the property unusable,
- wear and tear,
- the costs incurred to establish the reality of your loss or to prove it (expert reports, photos, bailiff's reports).

## 2.6. OWNER'S LIABILITY

During the period stipulated in the Rental Contract, we cover the financial consequences of the liability that the Owner may incur as a result of Personal Injury, Material Damage and Consequential Immaterial Damage caused by an Accident to the Tenant as a result of the equipment and/or furniture belonging to the Owner, **up to the amounts shown in the Table of Benefits**.

Cover is activated under the following conditions:

- when you have caused damage to the Tenant or those accompanying him/her which calls into question your civil liability by means of a claim,
- and when the harmful event occurs between the initial effective date of cover and its cancellation or expiry date, regardless of the date of the other constituent elements of the Loss.

This cover is provided solely in addition to or in the absence of insurance of the same nature taken out by the Insured, or which does

not cover the consequences of the Loss, in the event of damage or liability.

**This coverage cannot be cumulated with Personal Belongings cover in the Tenant's Special Provisions.**

### **The following is excluded:**

- damage resulting from any professional activity,
- immaterial damages unless as a result of Material Damage or Personal Injury covered,
- damage caused by a wilful or inexcusable failure on your part to comply with the standards and regulations laid down by the competent authorities in application of the legal or regulatory texts in force,
- costs and damage resulting from the poor condition, inadequacy or defective maintenance of equipment or installations for storing, containing or treating polluting products and waste, as well as those resulting from the non-conformity of insured buildings,
- damage resulting from inadequate or faulty design of equipment, installations or devices intended to purify or filter polluting products,
- damage caused to animals.

## IN THE EVENT OF A LOSS

### 1. OBLIGATIONS

You must:

- immediately take all the necessary measures to limit the significance of the damages and save your belongings,
- provide us with all the information necessary for analysing the damages and determining their value,
- inform us of the Incident under the conditions set out below.

### 2. FORMALITIES

Declarations must be made by internet on the website :

<https://www.sam-loisirs.com>

### 3. DECLARATION DEADLINE

Except in the case of force majeure, you must declare the Incident to us within 5 working days as soon as you become aware of it (within 48h in the event of theft).

If the Incident is not declared within the established period and if we decide that this delay has caused us harm, **we can invoke a Lapse of our coverage**, unless your delay is the result of a force majeure event, in accordance with article L. 113-2 of the French Insurance Code. If the other obligations set out above are not respected (except in the event of fortuitous events or force majeure), we may claim proportional compensation for the loss we have suffered.

You will no longer have the right to coverage if you knowingly:

- make false declarations about the date, the nature, the causes, the circumstances or the consequences of the Loss,
- voluntarily use inaccurate documents as supporting documents or use fraudulent means,
- do not declare the existence of other insurance policies covering the same risk,
- fail to make us aware of the recovery of the stolen goods.

The Tenant must first contact the Policyholder, who will then send the request for cover to the Broker in accordance with the terms and conditions laid down by the latter.

Notwithstanding this, the Broker may contact the Tenant directly to obtain certain documents required to process the claim, such as medical evidence, for example.

### 4. SUPPORTING DOCUMENTS

**You are responsible for supporting your compensation claim through documents establishing the facts.**

For this reason, you must send us:

- as soon as the declaration of the Loss is made:
  - The Rental Contract,
  - A letter or email detailing the date, the nature and the exact circumstances of the event,
  - Any objective document establishing the event at the origin of the Loss (medical certificate, death certificate, etc.).
- upon receiving our acknowledgment of receipt: additional supporting documents we ask you to provide.

We reserve the right to request any additional documents in order to assess the legitimacy of your request.

**We inform you that we reserve the right to refuse your request if the declared facts do not justify the benefit of coverage.**

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

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

### 5. EXPERT ASSESSMENT

The damages to covered goods are evaluated by mutual agreement or by default, by an amicable expert assessment, subject to the respective rights of the parties. Each of the parties chooses an expert. If the assigned experts do not agree, they will appoint a third expert. The three experts will work together to achieve a majority vote.

Should one of the parties fail to appoint their expert, or should the two experts fail to agree on the choice of the third, the appointment will be made by the competent judicial authority. This appointment is made via a written request signed by both parties, or by one, the other party having been summoned by registered letter.

Each party pays their expert's fees. The third party expert fees and the fees for their appointment if they exist, are covered equally by the Insured and the Insurer.

### 6. PAYMENT OF COMPENSATION

Subject to the application of an exclusion or a Lapse of coverage, any insurance benefit will be paid within ten (10) working days following the declaration of the Loss once the benefit conditions are fulfilled and subject and all requested supporting documents have been sent to us.

In the case of subscription on behalf of the Tenant, the compensation payment will be made to the Policyholder who will distribute it between the Tenant and the Owner.

In the case of optional membership, the compensation payment will be made to the Insured.

### 7. COVERAGE TERMS AND CONDITIONS

**The coverage is applied within the limits set out in the Table of Benefits which appears in the Specific Terms and Conditions.**

In the event of a Service Contract concluded with a Group, the Cancellation, Modification, Interruption of one or more member(s) of the Group does not systematically give rise to the assumption of responsibility for all the sums paid by the Group, this being done as a priority on an individual basis or pro rata to the total number of participants when no details are provided.

In the event of a group booking, any partial cancellation from one or several people will lead to a pro rata refund of the total number of participants.

For Tour Operator reservations, the Cancellation fees paid to the Policyholder under the agreement made with said Tour Operator will be deducted from the amount of our compensation.

### 8. COMPENSATION ROLES AND LIMITS

This Contract is an indemnity contract, which means that the indemnity due by the Insurer cannot exceed the loss suffered by the Insured. It may, however, be lower in application of the Excesses and limits set out in the Table of Benefits in the Specific Terms and Conditions.

In all cases, the Insurer's intervention is not intended to enrich the Insured, who must:

- reimburse the indemnity received, after deduction of damage and costs incurred:
  - o if the stolen property is recovered
  - o in the event of re-rental
- allocate any compensation paid for damage caused to the said property to the replacement or effective restoration of the property.



## MISCELLANEOUS PROVISIONS

## 1. PRESCRIPTION

Prescription is the period beyond which no claim will be admissible. Any legal action arising from the contract is time-barred from the event giving rise to it under the conditions provided for in Articles L. 114-1 to L. 114-3 of the French Insurance Code.

**Article L. 114-1 of the French Insurance Code:** "Any actions arising from an insurance contract are time-barred after two years from the event giving rise to it. However, this period shall run:

1. In the event of concealment, omission, false or inaccurate declaration on the risk involved, only from the day on which the insurer became aware of it;

2. In the event of an incident, only on the day on which the interested parties became aware of it, if they prove that they were unaware up to that point. When the insured party's action against the insurer is based on the action of a third party, the prescription period only runs from the day on which this third party has taken legal action against the insured party or has been compensated by the latter.

The prescription is extended to ten years in life insurance contracts when the beneficiary is a person separate from the policyholder and, in insurance contracts against accidents affecting people, when the beneficiaries are the rightful claimants of the deceased insured party. For life insurance contracts, notwithstanding the provisions of 2, the beneficiary's actions are statute-barred at the latest thirty years from the death of the Insured Party".

**Article L. 114-2 of the French Insurance Code:** "The prescription is interrupted by one of the common causes of prescription interruption and by the appointment of experts following an incident. The interruption of the prescription of the action may, however, result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured party regarding the action for payment of the premium and by the insured party to the insurer in respect of the settlement of the compensation.

The common causes of prescription interruption (articles 2240 et seq. of the French Civil Code) are: acknowledgement by the debtor of the right of the person against whom they prescribed; legal action, even in summary proceedings; a precautionary measure taken pursuant to the French Code of Civil Enforcement Proceedings or an act of forced execution; the appeal referred to in Article 2245 of the French Civil Code."

**Article L. 114-3 of the French Insurance Code:** "By way of derogation from article 2254 of the French Civil Code, the insurance contracting parties may not, even by common consent, modify the prescription period, or add to these grounds of suspension or interruption."

The common causes of prescription interruption mentioned in article L.114-2 of the French Insurance Code are those established in articles 2240 to 2246 of the French Civil Code, laid out below:

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

**Article 2241 of the French Civil Code:** "Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the delay of foreclosure. The same occurs when the demand is brought before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect."

**Article 2242 of the French Civil Code:** "The interruption resulting from the judicial demand has continuous effect until the proceedings terminate."

**Article 2243 of the French Civil Code:** "Interruption fails to occur if the plaintiff abandons his judicial demand or allows the proceedings to lapse, or if the demand is definitively rejected."

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

**Article 2245 of the French Civil Code:** "The calling in of one joint debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs.

But the calling in of one of the heirs of a joint debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in case of a mortgage claim, if the obligation is divisible. This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgment must be addressed to all these heirs."

**Article 2246 of the French Civil Code:** "A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety."

## 2. SUBROGATION

In accordance with article L. 121-12 of the French Insurance Code, we are automatically subrogated in any of the Insured Party's rights and actions, up to the amount of the insurance claims paid.

## 3. FAUSSE DECLARATION

**IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L. 113-8 OF THE FRENCH INSURANCE CODE, ANY INTENTIONAL FALSE DECLARATION MADE BY YOU TO MODIFY OUR OPINION OF THE RISK LEADS TO THE NULLITY OF COVERAGE, THE PREMIUMS COLLECTED SHALL BE FULLY VESTED AS DAMAGES AND INTERESTS.**

**IN THE CASE OF CONCEALMENT OR UNINTENTIONAL FALSE DECLARATION IT WILL BE APPLIED TO THE PROVISIONS OF ARTICLE L. 113-9 OF THE FRENCH INSURANCE CODE.**

## 4. CLAIM

If you are dissatisfied, you should first send your complaint to your Broker by email to: [reclamation.sam.loisirs@sam-assurance.com](mailto:reclamation.sam.loisirs@sam-assurance.com)

You will receive an acknowledgement of receipt of your complaint within a maximum of 10 working days from the date it was sent (unless the complaint is answered within this period).

You will be kept informed of the progress of the examination of your situation, and will receive, unless an exception is justified in writing, a response no later than two (2) months following the sending of your letter of complaint. If you are not satisfied with the response, you may refer the matter to the **Insurer's customer relations department** (AREAS – 47, rue de Miromesnil 75380 Paris cedex 08, [www.areas.fr](http://www.areas.fr) under the heading "Saisir une réclamation"), which will respond within the same timeframe (which cannot be accumulated), i.e. within two (2) months of the date on which your claim letter was sent.

Whatever the case, in the event of a persistent disagreement or in absence of response and at the end of the two (2) month period following the sending of your complaint, provided that no legal action

has been taken, you may refer the matter to the Médiation de l'Assurance (Insurance Mediation) by post to TSA 50110 75441 Paris cedex 09 or by e-mail to [www.mediationassurance.org](http://www.mediationassurance.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.

## 5. INSURANCE ACCRUAL

In accordance with article L. 121-4 of the French Insurance Code, someone who is insured with several insurers by several policies, for a same interest, for the same risk, must immediately make each insurer aware of the other insurers. The Insured Party must, during this communication, make the name of the insurer known with whom another insurance has been taken out and indicate the insured amount. When several insurances are taken out without fraud, each of them produces its effects within the limits of the coverage and in compliance with the provisions of the French Insurance Code.

## 6. LAW AND LANGUAGE APPLICABLE TO THE CONTRACT

The pre-contractual and contractual relationships are governed by French law. The French language applies.

Any litigation arising from the execution, non-execution or the interpretation of the contract will be under the jurisdiction of French courts.

## 7. SUPERVISORY AUTHORITY

We are supervised by the ACPR (Autorité de Contrôle Prudentiel et de Résolution) – 4 Place de Budapest CS 92459 75436 Paris Cedex 09.

## 8. INTERNATIONAL SANCTIONS

In accordance with international regulations, the Insurer and/or their agents refrain from delivering insurance services, or paying for incidents which would make the Insurer vulnerable to sanctions, prohibitions by international or trade organisations.

Consequently, no coverage, claim, benefit or response to a claim shall be provided under this contract that would subject the Insurer to any prohibition, sanction or restriction under United Nations resolutions or the trade laws or regulations or economic sanctions of the European Union, the United Kingdom or the United States of America.

Equally, any refund sent to people appearing on the list of asset freezes published regularly by the French Ministry of Finance and Public Accounts who could help or finance terrorist activities are immediately suspended and declared to the civil service so that they can implement the appropriate measures.

## 9. ACTIONS AGAINST THIRD PARTIES

The Insurer who has paid compensation is subrogated, under the terms of article L. 121-12 of the French Insurance code, up to the amount of this compensation, under the rights and actions of the Insured Party against third parties who, through their acts, have caused damage giving rise to the Insurer's liability.

However, this subrogation is not applied to the fixed compensation coverage in the event of a death or the permanent disability of the Insured Party.

## APPENDICES

### APPENDIX 1: PERSONAL DATA PROTECTION POLICY

In accordance with article 6 of the General Data Protection Regulation, the processing of personal data is necessary for the execution of the insurance contract to which you have subscribed or the execution of pre-contractual measures taken upon your request.

#### Data Controller / Subcontractors / Recipients

Within the framework of your requests (subscription, membership, information, management, execution of the contract) MARSH collects data about you for the strict purposes described below.

MARSH acts as the Data Controller. The personal data collected may be shared with the following people:

- the contract Insurer and any companies of groups to which they belong,
- public sector bodies,
- data processors, operating under the responsibility of our commercial partners or SAM: subcontractors, technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors, and outsourcing companies (complaints, digital, postal services, document management).

#### Commitments

MARSH respects the following principles:

- your data is used only for explicit and legitimate purposes, determined in connection with our activity,
- only the data useful to us is collected,
- your data is not kept beyond the duration necessary for the operations for which it was collected, or for those established for the standards and authorisations of the CNIL or by the law,
- your data is only communicated to partners (intermediaries, insurers, reinsurers, services providers or authorised professional bodies) who require it within the framework of our activities,
- we inform you, clearly and transparently, whether when drawing up a quotation, taking out a contract or handling a claim, in particular about the purpose for which your data will be used, the optional or compulsory nature of your answers in the forms and your rights in terms of data protection.

#### Purposes

All personal data collected is only used for the following purposes:

- the creation of client prospectation files,
- the transfer, management (including commercial) and the execution of your insurance contracts,
- the fight against money laundering and funding terrorism, with the implementation of contract monitoring that may lead to the drafting of a suspicious transaction report or the freezing of assets,
- the fight against insurance fraud, which may lead to enrolment on a list of people presenting a fraud risk,
- the collection of data relating to offences, convictions and safety measures either from the start of the subscription/membership of the insurance contract, or during its execution or within the framework of litigation management,
- the analysis of all or part of the data collected about you, possibly cross-referenced with those of chosen partners, in order to improve our products (appetence scores) and to personalise your customer path (targeted offers and advertising).

We are legally required to verify that your data is accurate, complete, and, if necessary, up to date. We may ask you to verify it or be required to complete your file.

#### Security

We undertake to ensure the security of your data by implementing data protection reinforced by the use of physical and software security means in accordance with the best industry practice and the standards imposed on us.

#### Hosting

We host all of your data in France. When your data is shared to a partner who hosts data abroad, we ensure that they respect the rules established by regulations.

#### Your rights

- **Right to access:** allows you to obtain information on your personal data and to know what data is held, the purposes of their processing and their recipients.
- **Right of rectification:** allows you to rectify your personal data when it is not accurate and to complete that which is incomplete.
- **Right to forget:** allows you, under certain conditions, to enable the deletion of your data, notably in the following cases:
  - o if your personal data is no longer necessary given the purposes of their processing and that their conservation no longer meets the legal or administrative requirements.
  - o if you remove your consent to their processing.
- **Right of opposition:** allows you, under certain conditions, to object at any time to the processing of your personal data and notably to object to the data being used for marketing purposes.
- **Right to limitation of processing:** allows you, under certain conditions to limit the processing of your personal data, meaning the use that is made of it. For example, if your data is inaccurate, you may request that their processing be limited until they are corrected.
- **Right to portability:** allows you to demand the transmission of your data into an easily reusable format and to share them with a third party.
- **Advance directives:** allows you to establish the directives relating to the disposal of your data after your death.

For more information on your rights, go to the CNIL website ([www.cnil.fr/fr/comprendre-vos-droits](http://www.cnil.fr/fr/comprendre-vos-droits)).

#### Data Protection Officer:

You may exercise your rights through our Data Protection Officer either via email ([dpo@sam-assurance.com](mailto:dpo@sam-assurance.com)) or by post (Data Protection Officer – 105 rue Jules Guesde CS 60165 92532 Levallois-Perret Cedex) accompanying your request with a copy of your identification documents.

#### Conservation period:

Personal data is kept by MARSH for a duration of five (5) years from the membership end date or in accordance with the specific conditions set out below:

- In the event of an accident - five (5) years from the claim settlement.
- In the event of an incident with bodily damage - ten (10) years from the incident.
- For all information on claims - five (5) years from the reception of the claim.
- For all information on the insurance contract - five (5) years from the expiration, termination or cancellation.

Specific durations may apply in the framework of the financial and accounting obligations, in accordance with the regulations in force. Personal data is not kept for longer than necessary. If is only kept for the purposes for which they were collected.

## Cold calling

If you would not like to be subject to commercial prospecting via telephone, you may freely enter yourself onto the BLOCTEL list of people opposed to cold calling.

For more information, visit [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

## **APPENDIX 2: INFORMATION SHEET ON THE WORKING OF "CIVIL LIABILITY" COVERAGE IN THE TIME-WARNING**

### **Appendix to Article A112 of the French Insurance Code**

This information sheet is delivered to you pursuant to article L.112-2 of the French Insurance Code. It is intended to provide the information necessary for the proper understanding of the functioning of the civil liability coverage over time.

It concerns the contracts signed or renewed after entry into force on the 3rd of November 2003 of article 80 of law no. 2003-706. The contracts signed previously are subject to specific provisions specified in the same law.

### **Understanding these terms**

**Harmful event:** occurrence, act or event causing damages suffered by the victim and being the subject of a claim.

**Claim:** responsibility being claimed, either by letter sent to the Insured Party or the Insurer, or by summons to appear before a civil or administrative court. A single Incident can be the subject of several claims, either with a single victim or several victims.

**Coverage validity period:** period between the coverage effective date and, after possible renewals, its Termination or expiry date.

**Subsequent period:** period after the termination or expiry date of the coverage. Its duration is specified in the contract. It cannot be less than five years.

If your contract exclusively covers your personal liability, go to I.

If not, go to I and II.

### **I. - The contract covers your personal liability**

Outside of any professional activity, the coverage is triggered by the harmful event.

The insurer provides their coverage after a claim following damages caused by others is made and your liability or that of other people covered by the contract is incurred, if the event which caused these damages has occurred between the effective date and the Termination or expiry date of the coverage.

The Incident declaration must be sent to the insurer with whom there is or was valid coverage at the moment when the harmful event occurred.

### **II.- The contract covers civil liability (incurred as a result of a professional activity)**

The insurance contract must specify if the coverage is triggered by the "harmful event" or by "the claim".

When the contract has both coverage for your civil liability for professional activities and coverage for your personal liability, these are triggered by the harmful event (see I).

However, certain contracts, for which the law includes specific provisions, derogate from this provision; it is the case, for example, regarding compulsory ten-year insurance for construction activities.

#### **1. How does the "harmful event" trigger method work?**

The insurer provides their coverage after a claim following damages caused by others is made and your liability or that of other people covered by the contract is incurred, if the event which caused these damages has occurred between the effective date and the termination or expiry date of the coverage.

The Incident declaration must be sent to the insurer with whom there is or was valid coverage at the moment when the harmful event occurred.

#### **2. How does the "claim" trigger method work?**

Regardless of the case, the Insurer's coverage is not due if the Insured party was aware of the harmful event on the day of taking out this insurance.

**2.1 First case:** the Third Party claim is sent to the Insured Party or the Insurer during the validity period of the coverage.

The Insurer provides their coverage, even if the event which caused the Incident occurs before the coverage is taken out.

**2.2 Second case:** the claim is sent to the Insured Party or the insurer during the subsequent period.

**Case 2.2.1:** the Insured Party has not taken out new liability coverage triggered by the claim covering the same risk. The Insurer provides their coverage.

**Case 2.2.2:** the Insured Party has taken out new liability coverage triggered by the claim with a new insurer covering the same risk.

It's the new coverage which is implemented, unless the Insured party was aware of the harmful event on the day of taking out this insurance, in which case, the previous coverage applies.

Also, as soon as there is no break between two successive coverage plans and the claim is sent to the Insured Party or to their Insurer before the expiry of the subsequent delay of the initial coverage, one of the two insurers is inevitably competent and covers the claim.

When the initial coverage is triggered during the subsequent period, the compensation limit cannot be less than that of the coverage triggered during the year preceding the date of its termination or its expiry.

#### **3. In the event of a change of insurer.**

If you have changed insurers and if an Incident, the harmful event, which occurred before your new contract was taken out, is only the subject of a claim while under your new contract, it must be determined which of the insurer's will cover you. Depending on the type of contract, the old or the new insurer will be called upon. Please see the case types below:

##### **3.1 The old and the new coverage are triggered by the harmful event.**

The coverage which is activated by the claim is the one which is or was valid on the date on which the harmful event occurred.

##### **3.2 The old and the new coverage are triggered by the claim.**

Your old insurer must process the claim if you were aware of the harmful event before taking out your new coverage. No coverage is due from your old insurer if the claim was sent to you or to your old insurer after the subsequent period has expired.

If You were not aware of the harmful event before taking out your new coverage, your new insurer will receive your claim.

##### **3.3 The old coverage is triggered by the harmful event and the new coverage is triggered by the claim.**

If the harmful event occurs during the validity period of the old coverage, the old insurer must process the claims related to the damages which result from this harmful event. In the event that the amount of this coverage is insufficient, the new coverage triggered by the claim will then be required to supplement this shortfall provided that you were not aware of the harmful event before the new coverage was taken out.

If the harmful event occurs before the old coverage came into effect and has remained unknown to the Insured Party when taking out the new coverage, the new insurer must process the claims related to the damages which result from this harmful event.

##### **3.4 The old coverage is triggered by the claim and the new coverage is triggered by the harmful event.**

If the harmful event occurs before the new coverage was taken out, the old insurer must process the claims. No coverage is due from your

old insurer if the claim was sent to you or to your old insurer after the subsequent period has expired.

If the harmful event occurs during the validity period of the new coverage, clearly this insurer must process the claim.

**4. In the event of multiple claims related to a single harmful event.**

A single harmful event may be the origin of multiple damages which occur or reveal themselves at different times. Several claims may therefore be sent in succession by the different Third Parties concerned.

In this case, the Incident is considered to be unique. Consequently, the same insurer must cover all claims.

If the harmful event occurs and your contract was triggered on the basis of the harmful event, it is therefore your Insurer on the date on which the harmful event occurred who must process the claims.

If you were not covered on the basis of the harmful event on the date of the harmful event, the competent insurer must be assigned, under the conditions specified in paragraphs II-1, II-2 and II-3 above, at the time of the formulation of this first claim.

Provided that this insurer is competent under the first claim, the subsequent claims will therefore be processed by the same insurer regardless of the date on which these claims are formulated, even if the subsequent period has passed.