



## CANCELLATION BOAT RENTAL

Policy ref.  
N° 42039202 L

Collective insurance policy with optional individual membership subscribed through the intermediary **Gritchen Affinity**, insurance broker manager whose registered office is located at 27 rue Charles Durand - CS70139 18021 BOURGES Cedex with the Caisse Régionale d'Assurances Mutuelles Agricoles of Rhône-Alpes Auvergne, **GROUPAMA RHONE-ALPES AUVERGNE**, company governed by the French Insurance Code, whose registered office is at 50, rue de Saint Cyr 69251 LYON Cedex 09, registered with the Trade and Companies Register of Lyon under number 779 838 366.

## SHORT TERM RENTALS - TABLE OF BENEFITS

NATURE OF THE COVER	THRESHOLDS OF COVER AND EXCESS
<b>CANCELLATION</b> Severe illness, serious accident or death	Maximum compensation of € 20,000 / case Without excess
Serious fire damage, explosion, water damage Complications due to pregnancy Contraindications and side-effects following vaccination Redundancies on economic grounds or due to contractual termination Summons before a court, only in the following cases: - Summons for the adoption of a child - Summons for a re-take of an examination - Summons for an organ transplant Theft in professional or private premises Serious damage to your vehicle Prevention of the Insured reaching the holiday destination by road, rail, air or sea. Work transfer Visa refusal by the authorities of the country Natural disasters ( <i>pursuant to Law No. 86-600 of 13 July, 1986 as amended</i> ) occurring at the holiday destination Site ban Riot, terrorist attack or act	Excess of 3% of the amount of the loss minimum compensation of € 30 / case
Obtaining a job Your separation ( <i>married or de facto couples</i> ) Theft of your identity card, driver's license or passport Deleting or changing the dates of your paid vacation or your spouse's or common-law partner's leave	Excess of 20% of the amount of the loss minimum of € 70 / case
<b>INTERRUPTION</b> Where business is interrupted	Maximum compensation of € 20,000 / case Max of € 500 / case One-day excess

### SUBMISSION OF THE AGREEMENT

This contract is governed by:

- The French Insurance Code
- These Terms and Conditions

The agreement submitted by your agency which takes the place of Special Terms.

### CANCELLATION OF INSURANCE

#### Article 1 / NATURE AND SCOPE OF COVER

We cover the reimbursement of cancellation costs invoiced by the organiser of the rental in accordance with its General Conditions of Sale when this cancellation, notified BEFORE THE DATE OF ARRIVAL at the holiday destination, is consecutive to the occurrence (after the subscription of insurance) of one of the following events:

- Severe illness, serious accident or death, including relapse, aggravation of a chronic or pre-existing disease, as well as sequelae of an accident occurring prior to the subscription of the agreement suffered by yourself, your spouse or de facto partner, your ascendants or descendants up to the 2nd degree, stepfathers, stepmothers, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person that usually resides under your roof and of the person accompanying you during your stay as mentioned and insured under this agreement.
- Death of your uncle, aunt, nephews and nieces."
- Serious damage caused by fire, explosion, water damage or caused by the forces of nature to your professional or private premises and imperatively requiring your presence to take the necessary precautionary measures.
- Serious illness, serious accident or death including relapse, aggravation of a chronic or pre-existing disease, as well as the sequelae of an accident occurring prior to the subscription of the agreement of your professional replacement as mentioned when subscribing the insurance, of the person responsible for the care of your minor children, or a person with a disability provided you are the legal guardian living under the same roof as you.
- Complications due to the pregnancy of one of the persons participating in the holiday and insured under this agreement.
- Contraindications and side effects of vaccination of one of the persons participating in the holiday and insured under this agreement.
- Redundancy on economic grounds or due to contractual termination affecting you or your de facto spouse or common-law partner insured by the same agreement, provided that the procedure has not been initiated prior to signing the agreement.
- Summons before a court, only in the following cases: Jury or witness, appointment as an expert, provided that you are summoned on a date coinciding with the period of travel.
- Summons for the adoption of a child provided that you are summoned on a date coinciding with the travel period.
- Summons for re-taking an examination due to an unknown setback at the time of reservation or subscription of the agreement (higher studies only), provided that such examination takes place during the holiday trip.

- Summons for an organ transplant for yourself, your spouse/common law partner or de facto partner or one of your 1st degree ascendants or descendants.
- Serious damage caused by fire, explosion, water damage or caused by the forces of nature to your professional or private premises and imperatively requiring your presence to take the necessary precautionary measures.
- Theft in professional or private premises provided that the importance of such theft requires your presence and that the theft occurs within 48 hours prior to departure.
- Severe damage to your vehicle within 48 hours prior to departure and to the extent that it cannot be used to get to travel to the holiday destination.
- Prevention of the Insured reaching the holiday destination by road, rail, air or sea on the day of departure due to:
  - blockades issued by the Government or a local authority,
  - public transport strike preventing you from arriving within 24 hours of the initially planned start of your holiday,
  - floods or natural events, preventing traffic, as certified by the competent authority,
  - traffic accidents during the journey to your intended holiday destination, the damage of which causes the vehicle to be disabled, justified by the expert's report.
- Obtaining an employment of an employee for a period of more than 6 months taking effect during the planned dates of the holiday, while you were registered unemployed and provided that it is not a case of extension or a contract renewal, or an assignment provided by a temporary work company. Excess of 20% of the amount of the loss with a minimum of Euro 70 per case.
- Your separation (married or de facto couples) in the event of divorce or separation (PACS, from its French initials for civil solidarity pact), provided that the proceedings have been brought before the courts after booking the trip and on submitting an official document. Excess of 20% of the amount of the loss with a minimum of Euro 70 per case.
- Theft of your identity card, driver's license or passport within 5 working days prior to your departure preventing you from passing through the relevant crossing points as authorised by the competent authorities. Excess of 20% of the amount of the loss with a minimum of Euro 70 per case.
- Cancellation or modification of the dates of your paid vacation or your spouse's or common-law partner's leave by the employer and officially granted by your employer in writing prior to subscribing this insurance: the latter document from the employer will be required. This cover does not apply to company directors, professionals, artisans and those employed in the entertainment industry without steady employment. Excess of 20% of the amount of the loss with a minimum of Euro 70 per case.
- Work transfer
- Visa refusal by the authorities of the country
- Natural disasters (within the meaning of Law No 86-600 of 13 July 1986 as amended) occurring at the holiday destination, resulting in the refusing of entry to the holiday destination on the site (municipality, neighbourhood ...) by local or prefect authorities during all or part of the period indicated in the reservation agreement, and occurring after the subscribing this insurance agreement.
- Prohibition to access the site (municipality, district ...) within a radius of five kilometres around the holiday destination, by the local or prefectural authority, following pollution of the seas or an epidemic.
- Riot, bombing or terrorist act provided that the following elements are cumulatively combined:
  - The event occurring within 15 days prior to departure has resulted in property damages or personal injury in the destination city (ies) of the insured holiday or within a radius of 50 kilometres around the holiday destination,
 AND
  - No riots, bombings or acts of terrorism have occurred within the 30 days prior to the reservation of the insured holiday.

#### **Extension of cover for activity holidays:**

Compensation for activity holiday benefits in the event of the insured's departure. In the event of illness or accident of the insured, as confirmed by a doctor and which prevents him/her from practising the activity for which he/he signed up and which is the main purpose of the holiday, the Company will compensate the insured for the amount of activity holiday benefits with a maximum of 50% of the total amount of the trip if the insured decides to go on the trip. The services must be detailed on an invoice provided by the organiser of the trip;

#### **Extension of cover amendment fees:**

In the event of changing the dates of your boat rental due to a reason listed above, we shall reimburse you the expenses caused by extending the dates, covered contractually as provided in the conditions of sale. In any case, the amount of the above mentioned compensation may not exceed the amount of the cancellation fees payable on the date of the occurrence of the event when the change is made.

Cover for cancellation and changes are non-accumulating.

Cancellation cover is granted on condition that the rental is fully paid.

#### **Article 2 / EFFECT AND DURATION OF COVER**

Provided that the insured has previously paid the corresponding premium, cover takes effect from the purchase or booking of the boat rental and expires at the time of arrival at the rental destination (date in the Special Conditions), or when keys are handed over in the case of rentals for the trip covered by this policy.

However, for any subscriptions subsequent to the date of purchase or reservation of the trip, a waiting period of 4 days during which no cover can take effect, will be applicable from the date of subscription of the agreement and cover will take effect at the end of that period.

#### **Article 3 / LIMIT OF COVER**

Compensation due under this cover cannot exceed the actual amount of the penalties invoiced up to the amounts fixed in the table of benefits following the cancellation of the boat rental.

In any case, compensation may not exceed the amounts specified in the table of benefits.

Fees, insurance premium, airport taxes (reimbursed by the carrier or any collecting body) and visa fees are non-refundable.

**NOTICE:**

If the insured cancels late, the Company can only assume cancellation fees payable on the date of the occurrence of the event giving rise to the loss.

If cover is taken out after there is a reason for cancelling the trip and the insured is aware of it, the latter will not be entitled to compensation.

**Article 4 / EXCLUSIONS**

All cancellations for reasons other than the events listed in article 1 "nature and scope of cover" are excluded from this cover. Likewise, in addition to the exclusions provided for in the following General Provisions, the following are not covered:

- Diseases or accidents which have been the subject of an initial diagnosis, treatment, relapse, aggravation or hospitalisation between the holiday reservation date and the date of subscription of this agreement;
- A non-stabilised pathology which has been recognised or treated within 30 days before the reservation is made;
- Any event occurring between the holiday date of reservation and the subscription of the agreement;
- Death of a parent when the latter takes place more than one month prior to the date of departure;
- Atypical pneumonia or severe acute respiratory syndrome (SARS), avian influenza or A-H1N1 flu, and any pandemic or epidemic recognised by national or international health organisations;
- Aesthetic treatment, a treatment, voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy;
- The late application for a visa to the competent authorities, visa refusal, passport non-compliance and lack of immunisation;
- Psychiatric or mental or depressive illness without hospitalisation or resulting in hospitalisation of less than 2 days.

**INTERRUPTION COSTS**

**Article 1 / NATURE OF COVER**

If you have to interrupt the rental covered by this agreement, we undertake to reimburse the unexpired rental benefits as well as any cleaning costs of the rental, which you will not be able claim the reimbursement, replacement or compensation of, in the event you are forced to leave and return the leased location to the hotelier as a result of:

- Severe illness, serious accident or death, suffered by yourself, your spouse or de facto partner, your ascendants or descendants up to the 2nd degree, stepfathers, stepmothers, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person that usually resides under your roof and of the person accompanying you during your stay as mentioned and insured under this agreement.
- Serious illness, serious accident or death of your professional replacement as mentioned when subscribing the insurance, of the person responsible for the care of your minor children, or a person with a disability living under the same roof as you provided you are the legal guardian.
- Serious damage caused by fire, explosion, water damage or caused by the forces of nature to your professional or private premises and imperatively requiring your presence to take the necessary precautionary measures.
- Theft in professional or private premises provided that the importance of this theft requires your presence.

Interruption cover is granted on condition that the rental is fully paid.

**EXTENSION:**

We reimburse the insured on a pro rata temporis basis for any non-refundable holiday activities that have already been paid and not used when the insured person has to interrupt the practice of this activity only in the event of an accident prohibiting the practice of this sport, deducting a one-day excess.

**Article 2 / EXCESS**

In all cases, the Company shall compensate the Insured against any excess, the amount of which is specified in the Table of benefits

**Article 3 / LIMIT OF COVER**

In any case, compensation may not exceed the amounts specified in the table of benefits.

**Article 4 / EXCLUSIONS**

All interruptions for reasons other than the events listed in article 1 "nature and scope of cover" are excluded from this cover. Likewise, in addition to the general exclusions provided for in the following General Provisions, the following interruptions are not covered:

- Diseases or accidents which have been the subject of an initial diagnosis, treatment, relapse, aggravation or hospitalisation between the holiday reservation date and the date of subscription of this agreement;
- A non-stabilised pathology which has been recognised or treated within 30 days before the reservation is made;
- Any event occurring between the holiday date of reservation and the subscription of the agreement;
- Death of a parent when the latter takes place more than one month prior to the date of departure;
- Atypical pneumonia or severe acute respiratory syndrome (SARS), avian influenza or A-H1N1 flu, and any pandemic or epidemic recognised by national or international health organisations;
- Aesthetic treatment, a treatment, voluntary interruption of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy;
- Psychiatric or mental or depressive illness without hospitalisation or resulting in hospitalisation of less than 2 days.

**IN THE EVENT OF A LOSS**

## WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?

For insurance cover to become effective, the insured must imperatively:

Notify Gritchen Affinity in writing of any claim likely to result in cover becoming effective within five working days (*deadline reduced to two business days in the event of theft*).

These periods shall run from the date of the insured's knowledge of the loss which may lead to cover being applied.

After the above period, the insured will be deprived of any right to compensation if the delay has caused prejudice to the Company.

## CANCELLATION / INTERRUPTION

Your statement must be accompanied by:

- The references of your agreement
- A copy of the lease agreement specifying the identity of the Tenants, the amount of the advance, the amount of the lease and the dates of the lease originally foreseen
- A supporting document showing the date of the seasonal rental booking
- All documents justifying the booking's date of cancellation and the possible reason
- You undertake to send us, upon our request, all the documents deemed necessary to review your case
- Paid invoice of the debit amount you must pay to the organiser of the trip or that the latter has kept,
- 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 death, a certificate and the individual record of civil status,
- In any other case, any supporting documents.
- You must provide us with the medical documents and information necessary to review your case by means of the pre-printed envelope on behalf of the medical officer, which we will send to you upon receipt of the claim form as well as the medical questionnaire which must be filled out by your doctor.
- If you do not have these documents or information, you must have them sent to you through the doctor that is providing treatment and then submit them to us by means of the pre-printed envelope mentioned above.
- You must also send to us, forwarding these supplementary documents by means of a pre-printed envelope in the name of the medical officer, any information or documents which you will be asked to provide in order to justify the reason for your cancellation, and in particular:
  - All photocopies of the prescriptions prescribing medicines, tests or medical examinations, as well as any documents proving their issuance or execution, and in particular treatment forms containing, for the prescribed medicines, copies of the corresponding stickers or tags,
  - Social Security statements or of any other similar body, relating to the reimbursement of treatment costs and the payment of daily subsistence allowances,
  - In the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of the persons responsible and, if applicable, any witnesses.

## GENERAL PROVISIONS COMMON TO ALL GUARANTEES

As with any insurance contract, this agreement carries reciprocal rights and obligations. It is governed by the French Insurance Code. The above mentioned rights and obligations are set out in the following pages.

### Article 1 / DEFINITION

**Severe personal injury:** any unintentional bodily injury on the part of the victim resulting from the sudden action of an external cause ascertained by a medical doctor and involving the cessation of any professional or other activity and prohibiting him/her from moving by his/her own means.

**Hazard:** An unintentional, unpredictable, unavoidable and external event.

**Subscribers:** Persons duly insured under this agreement. For the application of statutory limitation provisions, reference should be made to the "Subscriber" when the articles of the French Insurance Code refer to "the Insured".

**Insured:** the insured person or persons, residing all over the world.

**Attack / Acts of terrorism:** The term "attack" means any act of violence that constitutes a criminal or illegal attack on persons and / or property in the country in which you are staying, the purpose of which is to seriously disturb the public order. The above "attack" must be identified as such by the French Ministry of Foreign Affairs.

**Beneficiary:** a person benefiting from benefits paid, not in his/her personal capacity, but due to his/her with the insured. Unless stipulated otherwise at the time of the subscription of the present contract, only the spouse is covered, failing this the children, failing this the insured's heirs.

**Natural disaster:** The abnormal intensity of a natural agent not from human intervention.

**French insurance code:** Compendium of French legislative and regulatory texts governing the insurance agreement.

**Lease agreement:** Agreement between the Landlord and the Insured to make the Leased Boat available for a period not exceeding 90 days and for private use. The lease agreement must include the following information: rental address, description of the boat, duration of rental with arrival and departure dates, date of signing of the agreement, signatures of the parties, identity of the occupants, address of the tenant, rental price inclusive of VAT, the amount of the advance paid at the time of booking and security deposit paid when entering the rental.

**Forfeiture of cover:** Loss of right to the benefit covered

**Insurer/Assistance provider:** GROUPAMA RHONE ALPES hereinafter, whose head office is: GROUPAMA RHONE ALPES 50, rue de Saint Cyr 69251 LYON cedex 09

**Domicile:** the insured's place of usual residence for at least 6 months.

**DOM-ROM, COM:** DROM POM COM is the new name for the French overseas departments and territories since the constitutional reform of 17 March 2003, which amended the names of the French overseas departments and territories and their definitions.

**Physical injury:** Any physical or moral injury suffered by a person and the consequential loss or damage arising therefrom.

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

**Consequential material and immaterial damage:** Any damages, other than bodily or material, consisting of monetary costs and losses resulting from deprivation of enjoyment of a right, interruption of service by a person or property, loss of profits and resulting from bodily injury or material damage.

**Duration of cover:** Cover is provided to the Insured according to the scope of scope defined in the Special Terms of the agreement.

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

**Event:** any event giving rise to damaging consequences, which could lead to one or more cover benefits of the agreement being applied.

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

**Excess:** which shall be borne by the Insured in the event of a claim.

**Short-term rental:** Less than 90 days stay in premises which the tenant does not own or rent all year round.

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

**Assistance claims manager:** Mutuaide - 8/14, avenue des Frères Lumière - 94368 BRY-SUR-MARNE CEDEX - FRANCE

**Strike:** Collective action consisting of the suspension of work agreed upon and carried out by the employees of a company, an economic sector, a professional category to defend their interests

**Family members:** spouse or common-law partner, ascendants or descendants up to the second degree, step-in-law, stepmothers, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law.

**Serious illness:** any changes in health noted by a medical doctor, involving the cessation of any professional or other activity and requiring appropriate care.

**Owner:** An individual or legal entity who owns a boat offered up for rental to a customer through the Subscriber.

**Grantee:** Individuals and accompanying persons who have jointly booked a rental for a stay in a boat belonging to the Insured. The above persons must have their domicile in Western Europe, the French overseas departments, New Caledonia or French Polynesia. The Grantee cannot be the owner, bare owner, an occupant on a purely free basis or usufructuary of the leased property.

**Holiday destination / stay:** The term "Holiday destination / stay" means any boat rental worldwide of a maximum and non-renewable duration of 90 consecutive days granted in lease by the Insured to the Grantee. The rental contracted by the Grantee must satisfy all the following conditions cumulatively:

- the rented premises must be a boat.
- the rented premises must not be the Insured's official accommodation; the rental must be granted temporarily for a holiday stay.

**Underwriter:** the body or the legal or natural person, domiciled in France or in the DOM ROM, COM and sui generis communities as defined in articles 72-3,73, 74, 76 and 77 of the French Constitution and designated in the Special Terms, which has underwritten and signed this agreement and has undertaken to pay the contributions.

**Loss:** Event that may give rise to the application of a covered benefit under the agreement.

**Policyholder:** The policyholder, natural or legal person who subscribes to the insurance agreement.

**Subrogation:** The legal situation whereby a person is transferred another person's rights (*including: substitution of the Insurer for the purpose of suing the opposing party*).

**Regions covered:**

Cover applies:

- Where the Insured resides in a country of the European Union including Switzerland and Monaco for leased goods located worldwide with the exception of countries not politically stabilised and advised against by the French Ministry of Foreign Affairs.
- Where the Insured resides in a country outside the European Union, Switzerland and Monaco for leased goods located in a country of the European Union, Switzerland and Monaco

**Third-party:** Any person other than the Subscriber. Any Subscriber victim of consequential physical, material or immaterial damage caused by another Subscriber (Subscribers are considered as third parties). Any natural person or legal entity excluding the Subscriber, the Insured Person, the members of his family, the persons accompanying him and his employees.

**Wear:** Devaluation or depreciation, on the date of the loss, of the value of property caused by prolonged use or maintenance conditions.

## Article 2 / RIGHT OF WITHDRAWAL

Information document for the exercise of the right of withdrawal provided for in Article L. 112-10 of the French Insurance Code. The beneficiary is requested to verify that he/she is not already benefitting from cover covering one of the risks guaranteed by the new agreement. If this is the case, he / she shall have the right to withdraw from this agreement for a period of 14 calendar days from the date of signing without penalty or incurring in costs if all the following conditions are met:

- This agreement is for non-professional purposes;
- this agreement comes in addition to the purchase of a good or service sold by a supplier;

- the beneficiary justifies that he/she is already covered for one of the risks guaranteed by this new agreement;
- the agreement from which he/she wishes to withdraw is not fully implemented;
- The beneficiary has not declared any claim covered by this agreement.

In this situation he/she may exercise the right to withdraw from this agreement by letter or other durable medium addressed to the insurer of the new agreement accompanied by a document proving that he/she already has cover for one of the risks covered under the new agreement. The insurer is required to reimburse you the premium paid, within 30 days of the withdrawal.

"I, the undersigned Mr. / Ms. ... residing ... withdraw from my agreement No. ... subscribed with ..., in accordance with Article L 112-10 of the French Insurance Code. I hereby certify that I have no knowledge of any claim arising from cover under the agreement on the date of sending this letter. "

### **Article 3 / PAYMENT OF PREMIUM**

In the absence of payment before the commencement of the risk, the agreement shall be considered null and void and shall not give rise to any compensation.

### **Article 4 / REPORTING OBLIGATION**

The insurer undertakes to provide all documents and information listed in Article L. 112-2 and Articles L. 112-2-1 and R. 112-4 of the French Insurance Code in the event that the agreement is concluded at a distance and under the conditions laid down in the aforesaid Articles.

If the agreement is concluded on-line, the Insurer must provide the Insured with all the information listed in article 1369-4 of the French Civil Code and must enable the Insured to have direct, easy and permanent access to the information contained in Article 19 of French Law No. 2004-575 of 21 June 2004.

### **Article 5 / GEOGRAPHICAL SCOPE**

Cover is active in the European Union and Switzerland

### **Article 6 / WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO ALL OUR COVERED BENEFITS?**

We cannot intervene when your requests for the provision of cover or services are the consequence of damages resulting from:

- epidemics, natural disasters and pollution;
- consequences and / or events resulting from: civil war or foreign war, riots, popular movements, in accordance with article L121-8 of the French Insurance Code;
- consequences and / or events resulting from: a strike;
- consequences and / or events resulting from: an attack and an act of terrorism;
- the consequences of the voluntary participation of the Subscriber and persons travelling with the Subscriber and insured under this agreement in a crime, offence, riot or strike except in the case of self-defence;
- intentional non-compliance with the regulations of the country visited;
- the disintegration of the atomic nucleus or any irradiation from ionising radiation;
- improper use of medicinal products or use of drugs not prescribed medically, ascertained by a competent medical authority;
- damage resulting from the use of alcohol by the Subscriber, characterised by the presence in the blood of a pure alcohol level equal to or higher than that established by the regulations of the country visited and regulating motor traffic;
- accidents / damages and their consequences provoked or caused intentionally by the Subscriber.
- the practice of sports on a professional basis;
- participation in endurance or speed tests, on board any of any kind of motorised vehicle or craft on land, water or air;
- failure to comply with safety rules brought to the attention of the Subscriber and persons travelling with the Subscriber and insured under this agreement as well as members of the Subscriber's family related to the practice of sports activities;
- failure to comply with safety rules brought to the attention of the Subscriber and persons travelling with the Subscriber and insured under this agreement as well as members of the Subscriber's family;
- the absence of hazards;
- goods and / or activities insured when a prohibition to provide an agreement or an insurance service is imposed on the insurer by virtue of the sanction, restriction or prohibition provided for in conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or any other applicable national law;
- insured goods and / or activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for in conventions, laws or regulations, including those decided by the UN Security Council, Council of the European Union, or any other applicable national law. It is understood that this provision applies only where the insurance agreement, the insured goods and / or activities fall within the scope of the restrictive sanctions decision, total or partial embargo or prohibition.

### **Article 7 / HOW IS YOUR COMPENSATION CALCULATED?**

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

Each party chooses its expert. If the above experts do not agree among themselves, a third one is appointed by them and all three operate jointly and by a majority of votes.

If one of the parties fails to appoint an expert or the two experts agree on the choice of a third expert, the appointment shall be made by the president of the regional court, acting as a referee. Each of the contracting parties shall bear the costs and fees of its expert and, where appropriate, half of those of the third.

### **Article 8 / WHAT ARE THE SANCTIONS APPLICABLE IN THE EVENT OF DELIBERATE FALSE STATEMENT ON YOUR PART WHEN MAKING THE CLAIM?**

Any deliberate fraud, wilful misrepresentation or misrepresentation by you of the circumstances or consequences of a loss shall result in the loss of any right to benefit or compensation for this claim.

#### **Article 9 / OTHER INSURANCE**

In accordance with the provisions of Article L. 121-4 of the French Insurance Code, where several insurances are contracted without fraud for the same risk, each of them is effective within the limits of the agreed cover and in compliance with the provisions of Article L. 121-1 of the French Insurance Code. In the above situation, the Subscriber must notify all insurers.

Within the above limits, the Subscriber may apply to the Insurer of his/her choice. When contracted in a fraudulent or fraudulent manner, the penalties provided for in the French Insurance Code (nullity of the agreement and damages) are applicable.

#### **Article 10 / WHAT ARE THE PROCEDURES FOR REVIEWING CLAIMS?**

In the event of a claim (*disagreement or dispute*) relating to your agreement, you may address your concerns to your usual contact: Gritchen Affinity - 27 rue Charles Durand - CS 70139 18021 Bourges

If the answer is not satisfactory, your complaint can be addressed to the "Consumer" Service of:

**GROUPAMA RHONE ALPES AUVERGNE- Consumer service - 50 RUE DE ST CYR - 69009 LYON.**

We undertake to acknowledge receipt of your complaint within a maximum of 10 working days. The complaint will be dealt with within a maximum time-frame of two months. If this is not the case, you will be notified.

**Lastly, you may contact the Industry OmbudService for insurance TSA 50110 - 75441 Paris Cedex 09, without prejudice to your right to bring the case to court.**

#### **Article 11 / AUTHORITY RESPONSIBLE FOR OVERSEEING THE INSURANCE COMPANY**

Autorité de contrôle prudentiel et de résolution (ACPR) 61, rue Taitbout 75436 PARIS CEDEX 0

#### **Article 12 / INFORMATION FROM THE SUBSCRIBER ON THE PROVISIONS OF THE FRENCH DATA PROTECTION BOARD- CNIL (From its French initials or "Commission Nationale de l'Informatique et des Libertés")**

Personal data relating to you (or to persons who are parties to or interested in the agreement) is processed by the Insurer in compliance with the French Data Protection Act of 6 January 1978 as amended and the standards issued by the French Data Protection Board (CNIL).

The processing of such data is necessary for the performance, management and execution of your agreement and cover, the management of our commercial and contractual relations, the management of the risk of fraud or the implementation of legal, regulatory or administrative provisions in force, according to the purposes detailed below.

Your rights:

You have the right to access, rectify, delete and oppose data processed by contacting your Insurer by post (*see address in your contract documents*) or on our Internet site: [www.groupama.fr](http://www.groupama.fr).

Data concerning you (*or concerning the persons who are parties or interested in the agreement*) is necessary for managing commercial and contractual relations.

The above information is intended, within the limits of its attributions, to be used by the services of the Insurer in charge of the commercial management or the performance, management and execution of the agreements for each covered benefit, and by its delegates, intermediaries, partners, subcontractors, or other entities of the Groupama Group in the exercise of their duties.

The above data may also be transmitted to insurance companies for persons involved or offering complementary services, to co-insurers, reinsurers, professional bodies and guarantee funds, as well as to all persons involved in the agreement, such as solicitors, experts, court assistants and ministerial officers, curators, tutors, investigators, health professionals, consulting physicians and authorised personnel, to social agencies when intervening in the settlement of claims and benefits or where the Insurer offers complementary cover to that of welfare schemes..

Information about you may also be given to all persons interested in the agreement (subscriber, insured, member and beneficiary of the agreement, their successors and assigns, beneficiaries of assignment or subrogation of agreement rights, and witnesses and third parties interested in the execution of the agreement), as well as to all persons authorised under Authorised Third Parties (*courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and all public bodies authorised to receive them, as well as to departments in charge of control, such as statutory auditors, auditors and internal control services.*).

Fight against insurance fraud:

We would like to also inform you that the Insurer is implementing a device whose purpose is the fight against insurance fraud, which may lead, in particular, to the inclusion in a list of persons at risk of fraud. If your name is included in this file this could mean a lengthening of review times for your case, or even a decrease or refusal in the entitlement to the right, of a benefit, agreement or a service offered by entities of the Groupama Group. In this context, personal data relating to you (or to persons who are parties to or interested in the agreement) may be processed by any authorised person acting within the Groupama Group entities in the context of the fight against fraud. The above data may also be sent to authorised staff of bodies directly involved in fraud (other insurance bodies or intermediaries, social or professional bodies, judicial authorities, mediators, arbitrators, court officials, ministerial officials, third-party bodies authorised by a legal provision and, where appropriate, victims of fraud or their representatives).

#### **Article 13 / CONSUMERS' RIGHT TO OPPOSE COLD CALLING**

If you do not wish to receive unsolicited telephone calls, you can opt out for free on a list of objections to telephone sales.

These provisions are applicable to any consumer, that is to say to any natural person who acts for purposes which are not within the scope of his/her trade, business, craft or profession.

#### **Article 14 / SUBROGATION**

In accordance with the provisions of article L121-12 of the French Insurance Code, the Insurer is subrogated to the compensation paid by it, in the rights and actions of the Subscriber against third parties responsible for the loss.

In the event that subrogation can no longer be exercised in favour of the Insurer by the Subscriber, then the Insurer shall be relieved of its obligations to the Subscriber insofar as to exercise subrogation.



**Article 15 / LIMITATION OF PROCEEDINGS DERIVING FROM THE INSURANCE AGREEMENT**

Any proceedings deriving from this agreement prescribe within a period of two years from the event giving rise to it, in accordance with Articles L.114-1 and L.114-2 of the French Insurance Code. However, this requirement is extended to ten years, in accident insurance agreements involving persons, when the beneficiaries are the successors in interest of the deceased insured party. (Article L.114-1 of the French Insurance Code).

**Article 16 / JURISDICTION - APPLICABLE LAW**

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

Any legal action relating to this agreement shall be subject to the exclusive jurisdiction of the French courts. However, if you are domiciled in the Principality of Monaco, the Monegasque courts shall have jurisdiction in the event of a dispute between us.

**Article 17 / PENALTIES IN THE EVENT OF FALSE DECLARATIONS**

Any intentional false declarations, omission or misrepresentation of the circumstances of the risk entails the application of the penalties provided for in the French Insurance Code:

- The nullity of your agreement in the event of intentional misrepresentation (article L113-8 of the French Insurance Code);
- If a false declaration, ascertained before any loss, is not established, there will be an increase in the contribution or the agreement shall be terminated (Article L 113-9 of the French Insurance Code);
- If the intentional false declaration after a loss has not been established, the reduction of your compensation in proportion to the contribution paid and that which should have been made if the declaration had been in conformity with reality (Article L 113-9 of the French Insurance Code).

**Article 18 / LANGUAGE**

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

**Article 19 / PREVENTION OF MONEY LAUNDERING**

Anti-Money Laundering and the Financing of Terrorism

In order to comply with its legal obligations, the Insurer implements supervisory procedures aimed at the fight against money laundering and the financing of terrorism and the application of financial penalties.

**Article 20 / WHAT ARE THE LIMITS APPLICABLE IN THE EVENT OF FORCE MAJEURE?**

We cannot be held responsible for breaches of assistance due to force majeure or civil or foreign wars, notable political instability, popular movements, riots, acts of terrorism, retaliation, restrictions on the free passage of persons and goods, strikes, explosions, natural disasters, disintegration of the atomic nucleus, or delays in the performance of services resulting from these causes.

## HOW TO NOTIFY A CLAIM?

For insurance cover to become effective, the insured must imperatively:

- > **Notify Gritchen Affinity in writing of any claim likely to result in cover becoming effective within five working days (deadline reduced to two business days in the event of theft).**  
These periods shall run from the date of the insured's knowledge of the loss which may lead to cover being applied.  
After the above period, the insured shall be deprived of any right to compensation if the delay has caused prejudice to the Company.
- > **Spontaneous declaration to Gritchen Affinity of the cover subscribed on the same risk with other insurers.**

## Agreement No. 42039202 L

### FOR A FAST AND MODERN APPROACH IN HANDLING YOUR INSURANCE CLAIMS

Login to the site:  
**www.declare.fr**

*(Send your supporting documents and follow-up  
the status of your case)*

By e-mail:  
**sinistre@declare.fr**

### FOR A TRADITIONAL MANAGEMENT OF YOUR INSURANCE CLAIMS

By post:  
**Gritchen Affinity  
Service sinistre (claims service)  
27 rue Charles Durand - CS70139  
18021 Bourges Cedex**



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