Chapka Travel Insurance

destination CIRCUIT

LUGGAGE | LIABILITY INSURANCE | INTERRUPTION | CANCELLATION

TERMS AND CONDITIONS

TRANQUILOC / Seasonal rental insurance

POLICY N°01049724

AREAS assurances

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- Cancellation
- Interruption of stay
- Late arrival
- Civil liability
- Anti-surprise
- Object left behind in the rental property
- Unavailability of the rental property
- Replacement copy of keys due to loss or theft
- Luggage
- Emergency veterinary costs
- Replacement vehicle

TABLE OF BENEFITS

TRANQUILOC / Seasonal rental insurance

POLICY N°01049724

OPTION 1	OPTION 2	OPTION 3	COVERS	LIMITS AND EXCESSES
			CANCELLATION	
x	x	x	1/ Cancellation due to listed risks 2/ Cancellation for all justified reasons including COVID option Hydrotherapy cancellation option	€25,000 per rental Excess: none
			INTERRUPTION OF STAY	
x	x	x	Reimbursement of the portion of the unused Land-Based Services on a prorated basis, in case of repatriation or early return including covid option	€25,000 per rental Excess: none
			LATE ARRIVAL	
x	x	x	Late arrival including COVID option	Beyond 24 hours/maximum 3 days reimbursed
			CIVIL LIABILITY – HOLIDAY HOME	
	x	x	Holiday home civil liability cover in case of fire, explosion, water damage for damage caused to movable and immovable property belonging to the owner of the rented premises	Up to €1,500,000 maximum per claim Excess: €80 (after the deposit is used in full)
	x	x	Claims by neighbours and Third Parties	Up to €250,000 Excess €80
	x	x	In the event of accidental tangible damage caused to movable property and immovable property belonging to the owner of the Insured Premises	Up to €8,000 per claim including glass breakage €2,500 maximum (after the deposit is used in full) Excess: €30
	x	x	Damage to movable property without an invoice	up to €200 (after the deposit is used in full)
	x	x	Damage to the property of the Guest and occupants due to a fire, explosion or water damage on the rented premises	up to €15,000
	x	x	Including loss of rent and loss of use	Up to €30,000

OPTION 1	OPTION 2	OPTION 3	COVERS	LIMITS AND EXCESSES
			ANTI-SURPRISE	
	x	x	- Non-compliance - Fraudulent transaction Incl. non-existence of the rental property	€10,000 maximum per rental
			OBJECT LEFT BEHIND AT THE RENTAL PROPERTY	
	x	x	Object left behind at the rental property	€150 maximum and limited to 1 object per rental
			UNAVAILABILITY OF THE RENTAL PROPERTY	
	x	x	Unavailability of the rental property	€10,000 maximum
			REPLACEMENT COPY OF KEYS DUE TO LOSS OR THEFT	
	x	x	Replacement copy of keys due to loss or theft	€100 maximum per rental
			LUGGAGE	
		x	Lost, stolen or damaged luggage	€1,500 maximum per beneficiary for all luggage (non-cumulative) of which 50% for precious objects and €5,000 per stay
			EMERGENCY VETERINARY COSTS	
		x	Emergency veterinary costs	Up to €150 maximum per stay
			REPLACEMENT VEHICLE	
		x	Replacement vehicle	Reimbursement of rental expenses for replacement vehicle/3 days maximum per stay

You are exclusively covered by the covers provided in the subscribed option

Chapka Travel Insurance

LUGGAGE | LIABILITY INSURANCE | INTERRUPTION | CANCELLATION

WHAT TO DO IN EVENT OF CLAIM?

TRANQUILOC / Seasonal rental insurance

POLICY N°01049724

FOR ALL COVERS

Gather the following:
· Your Chapka contract number;
· Supporting documents for your situation.

Report your claim online at:
https://www.chapkadirect.com/sinistre

FOR THE CANCELLATION COVER

1- You must notify the owner, the rental company, the website, the tourist office or any other organisation through which you made your booking as soon as the covered event preventing your departure occurs.
2- You must notify your claim to Chapka online within 5 business days. Go to:
http://www.chapkadirect.com/sinistre

IN ALL CASES, FOR CANCELLATION YOU MUST SEND THE FOLLOWING DOCUMENTS

- **The Travel booking certificate**
- **Terms and conditions of the trip**
- **The invoice of the booked trip**
- **The invoice for the travel cancellation**
- **Proof of payment for the stay (ex: bank statement)**
- **A copy of ID documents for each traveller**
- **Your bank details**

This list is not exhaustive, the Insurer reserves itself the right to ask any other supporting document if necessary.

FOR THE LUGGAGE COVER

In case of theft:

The insured must report to the police within 48h following of the theft. Only objects declared on the police report will be covered.

GENERAL INSURANCE INFORMATION

TRANQUILOC / Seasonal rental insurance

POLICY N°01049724

WHAT TO DO IN THE EVENT OF A CLAIM

In the event of a claim, regardless of the cover, you must notify CHAPKA within five (5) working days (and the rental company immediately in the event of cancellation).

Send the documents to:

CHAPKA ASSURANCES GESTION DE SINISTRES

Online: **https://www.chapkadirect.com/sinistre**

Keep the originals, as they may be requested from you.

IN ANY CASE, CONTACT CHAPKA TO ESTABLISH YOUR CASE FILE:

- Your contract number and policy number;
- Supporting documents (for example: original invoice for the purchase of the stay, invoice for cancellation fees, medical documents, etc.).

GENERAL INSURANCE INFORMATION

PURPOSE OF THE POLICY

SEASONAL RENTAL INSURANCE

You have taken out a specific insurance policy for your seasonal rental so that you can benefit from maximum cover before and during your stay. This document is contractual and presents the "General Provisions" of the TRANQUILOC policy drawn up by Aon France/Chapka Assurances and AREAS.

To be valid, this policy must strictly be taken out at the same time the trip is booked.

By way of exception, this policy may be taken out within 48 hours of booking the rental, provided that the trip does not begin within 10 days following the policy being taken out, considering that there is a waiting period of four days during which no cover may apply.

Like any insurance and assistance policy, it includes rights and obligations for you and us. It is governed by the French Insurance Code. These rights and obligations are set out below:

DEFINITIONS

THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL COVER, EXCEPT FOR DEFINITIONS SPECIFIC TO EACH OF THEM.

For the application of this policy, the following definitions apply:

ATTACK/ACTS OF TERRORISM

Attack means any act of violence which constitutes a criminal or illegal attack against persons and/or property in the country in which you are staying, and whose purpose is to create a major public disturbance. This "attack" must be qualified as such by the French Ministry of Europe and Foreign Affairs.

ATTEMPTED THEFT (OF A VEHICLE)

Attempted Theft means any burglary or acts of vandalism (including theft of parts) placing the Personal Vehicle Out of Service at the location of the incident and necessarily requiring on-site intervention or towing to a garage in order to carry out the necessary repairs. You must submit a report to the competent authorities within forty-eight (48) hours from the day you become aware of the Attempted Theft and send us a copy of this report.

BALANCE DUE

Difference between the total amount of the booked Stay and the amount of the deposit or down payment actually paid at the time of the Claim.

BENEFICIARY

Person who receives the benefits paid not on a personal basis, but due to his/her relationship with the Insured. Unless otherwise stipulated at the time this policy is taken out, the beneficiaries and their order of precedence are exclusively as follows: spouse, children, heirs.

BREAKDOWN (VEHICLE)

Any mechanical, electrical, electronic or hydraulic failure of one's Personal Vehicle which causes the Vehicle to be out of service at the place of the Breakdown and which necessarily requires on-site intervention or towing to a garage in order to carry out the necessary repairs. Included in this definition are any vehicle failures making it impossible to use the Vehicle under normal safety conditions or which may be known to aggravate the reason for the breakdown (e.g.: oil light on). Breakdowns due to battery-charge issues are excluded from this definition.

CANCELLATION COSTS

The costs contractually due to the Service Provider by his/her client and appearing in the Service Provider's general terms and conditions of sale approved by the Insured upon signature of his/her registration form for the Stay.

The cancellation cover must be taken out at the time the Stay is booked, or at the latest before the payment of the deposit or down payment.

CANCELLATION FOR ALL JUSTIFIED REASONS

Cancellation due to an external event which is sudden, unforeseeable, justified and beyond your control.

CLAIM

Event likely to trigger cover under the policy.

CLAIMS MANAGER

Aon France/Chapka Assurances, an insurance brokerage company registered in the Paris Trade and Companies Register under number 414 572 248, with its registered office located at 31-35 rue de la Fédération 75015 PARIS.

CONSEQUENTIAL INTANGIBLE DAMAGE

All damage other than bodily injury or tangible damage consisting of monetary costs and losses resulting from the deprivation of enjoyment of a right, the interruption of a service supplied by a person or a property, or the loss of a profit, which results from insured bodily injury or tangible damage.

DEPRECIATION

Consequence of Wear and Tear over time, or the age or state of maintenance as of the date of the Claim on the value of a property.

EPIDEMIC

Any appearance and spread of a contagious infectious disease that affects a large number of people at the same time on a national level.

EXCESS

The amount the Insured is responsible for in the event of a claim.

FAMILY MEMBERS

Means the spouse (legal or de facto) or common-law partner of the Insured, their ascendants or descendants up to two degrees of separation, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

FORFEITURE

Contractual penalty that deprives the Insured of any cover for the concerned claim.

FRENCH INSURANCE CODE

A collection of legislative and regulatory texts governing the Insurance Policy.

GEOGRAPHIC LIMITATIONS

The covers apply:

- When the Insured Guest resides in a country of the European Union, Switzerland, the United Kingdom or Monaco for rental property located throughout the world with the exception of politically unstable countries and those subject to travel warnings by the French Ministry of Europe and Foreign Affairs;
- When the Insured Reservation Holder resides in a country outside the European Union, Switzerland, the United Kingdom or Monaco for rental property located in a country of the European Union, Switzerland, the United Kingdom or Monaco.

HARMFUL EVENT

The event which constitutes the cause of the damage. A set of harmful events having the same technical cause is treated as a single Harmful Event.

HAZARD

An unintentional, unforeseeable, unavoidable and external event.

HOME

The Insured's usual residence for at least the past six (6) months.

INSURED (YOU)

For the Guest's cover, any Guest who is a natural person, whether French or foreign, renting furnished accommodation for a short-term Stay, namely: the policyholder, the natural person listed in the Rental Agreement and in this policy (Surname, First name, address) as well as any person listed on the insurance certificate. Only up to twenty (20) people can be insured through the same policy, unless otherwise specified in the Special Terms and Conditions.

For the Owner's cover, the following are deemed Insured: the owner of the rental property listed in the rental agreement.

INSURER (US)

Aréas Dommages, a mutual insurance company registered with the Paris Trade and Companies Register under number 775 670 466, and whose registered office is located at 47-49 rue de Miromesnil 75380 Paris.

LAND-BASED SERVICES

All services prepaid by the Insured as part of his/her stay, such as sport lessons, ski lift packages, participation in an event, sport equipment rentals and activities planned on site (excluding return transport to the place of the stay).

LUGGAGE

Travel bags, suitcases, trunks and their contents, excluding clothing carried by the Insured. Valuables and precious objects are included in luggage as defined below:

- **Valuables:** Camera, camcorder, portable game console, media players, laptop. Only personal items purchased within the last three (3) years will be covered;
- **Precious Objects:** Pearls (provided they are set in jewellery), jewellery, watches and furs that are worn.

MAJOR ACCIDENT (VEHICLE)

Accident means any collision or crash against a fixed or mobile body, overturning, running off the road, fire or explosion, etc. placing the Vehicle Out of Service at the location of the accident and necessarily requiring on-site intervention or towing to a garage to carry out the necessary repairs.

MAJOR TANGIBLE DAMAGE

Any harm, deterioration, alteration, loss or destruction of a thing or substance that by expert appraisal destroys more than 50% of the home, business premises or farm of which the insured is the owner, tenant or occupant free of charge and which requires the Insured to be present on the premises to carry out the protective measures required.

NATURAL DISASTER

The abnormal intensity of a natural agent not resulting from human intervention and recognised as such by the public authorities.

OUT OF SERVICE (VEHICLE)

A Personal Vehicle is deemed Out of Service as a direct consequence when the insured vehicle is rendered undriveable or dangerous to drive with regard to the criteria of the French Highway Code. The Vehicle is first deemed Out of Service when it is dropped off at the garage closest to the location of the Breakdown, Accident, Theft, or Attempted Theft of the vehicle. If a Personal Vehicle is stolen, the Vehicle is deemed Out of Service from the moment it is found and dropped off at the garage closest to the place where it is found. The duration it will be Out of Service is indicated by the repairer as soon as the Personal Vehicle is accepted for repairs. When repairs effectively end, the vehicle is no longer deemed Out of Service.

OWNER/RENTAL COMPANY

Residing in the European Union, Switzerland, the United Kingdom or Monaco, this is the natural person or legal entity that owns real estate assigned to holiday stays which he/she/it rents through the service provider.

PANDEMIC

Any worldwide spread of a disease, recognised by national or global health authorities (WHO).

PERSONAL INJURY

Any physical or psychological harm suffered by a person as well as any intangible damage resulting therefrom.

PERSONAL VEHICLE

These Vehicles must be registered in continental France or the Principality of Monaco. Trailers and caravans towed by the Vehicle are not eligible.

POLICYHOLDER

The organisation or legal entity or natural person domiciled in France which/who distributes the insurance to its Guest and/or Owner clients and undertakes to forward the contributions.

RENTAL AGREEMENT

Seasonal Rental Agreement concluded between the Rental Company and the Insured for the provision of the Rental Property for a period not exceeding ninety (90) days and for private use. The Rental Agreement must provide the following information: the address of the rental, a description of the accommodations, the duration of the rental with the dates of arrival and departure, the date of signature of the contract, the signatures of the parties, the identities of the occupants, the home address of the Guest, the rental price including tax, the amount of the deposit paid at the time of the reservation and the security deposit paid on entry to the premises.

RENTED PROPERTY

Accommodation in a building (house or apartment) or other permanent accommodation in a fixed and permanent location (moored boat, mobile home, holiday cottage, tree house or yurt).

REPLACEMENT VEHICLE

The vehicle rented by the Insured when his/her Personal Vehicle is Out of Service in accordance with the Replacement Vehicle cover terms and conditions.

GUEST

The natural person who has entered into a Seasonal Rental Agreement for a Stay at a property belonging to the Owner. The Guest may not be the Owner, bare owner, occupant free of charge or usufructuary of the rental property.

SERIOUS ACCIDENT CAUSING BODILY INJURY

Any bodily harm that was not intentionally inflicted by the victim, resulting from sudden action by an external cause observed by a medical doctor, preventing any professional or other basic activity carried out in everyday life, that prohibits the victim from moving without assistance.

SERIOUS ILLNESS

A medical condition duly observed by a medical doctor which formally prohibits the Insured from leaving Home and requires medical care and a medical leave of absence from any professional activity or other basic activity that must be carried out in everyday life.

SERVICE PROVIDER

This is the trip organiser that you have called on for the reservation and the rental of your Stay.

STAY

Any rental worldwide for a maximum and non-renewable term of ninety (90) consecutive days in a furnished seasonal rental rented to the Guest by the Owner. The seasonal rental hired by the Reservation Holder must cumulatively meet all of the following terms and conditions:

- The rental property must be an accommodation on a developed property (house or apartment) or another hard-wall accommodation with a fixed and permanent location (docked boat, mobile home, tree house, yurt);
- The property must not be used for staff housing;
- The rental must be granted temporarily for a Stay in a holiday home.

STRIKE

Collective action consisting of a concerted halt to work by the employees of a company, business sector, or job field in an endeavour to support demands.

SUBROGATION

Legal situation in which one person is transferred the rights of another person (particularly substitution of the Insurer for the Insured in legal proceedings against the opposing party).

TANGIBLE DAMAGE

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

THEFT (OF A VEHICLE)

A sudden and unforeseen event resulting in the total disappearance of the Insured's Personal Vehicle and reported to the competent authorities within forty-eight (48) hours.

THIRD PARTIES

Any person other than the Insured. Any Insured who is the victim of Consequential Personal Injury or Tangible or Intangible Damage caused by another Insured (the Insureds are considered to be Third Parties to one another). Any natural person or legal entity excluding the Policyholder, the Insured, his/her Family Members, companions and agents, whether salaried employees of the Insured in the performance of their duties or not.

WEAR AND TEAR

Devaluation or depreciation of the value of property as of the date of the Claim caused by extended use or maintenance conditions.

POLICY FRAMEWORK

RIGHT TO OPT OUT OF YOUR POLICY

Information document to exercise the right to opt out provided for in Article L. 112-10 of the French Insurance Code.

You are entitled to opt out of this policy during a period of thirty (calendar) days from its conclusion, without fees or penalties. However, if one or more insurance premiums are offered to you, so that you are not required to pay the premium for one or more months at the start of performance of the policy, that period shall only begin from payment of all or part of the first premium.

Exercise of the right to opt out is subject to the following four conditions:

1° You have taken out this policy for non-professional purposes;

2° This policy is associated with the purchase of a good or service sold by a supplier;

3° The policy you wish to opt out of has not been fully executed;

4° You have not declared any claims covered by this policy.

In that case, you may exercise your right to opt out of this policy by letter or any other durable medium addressed to the insurer of the policy. The insurer is required to reimburse you for the premium paid, within thirty days of you opting out.

In addition, to avoid having multiple insurance, you are asked to check that you are not already covered for any of the risks insured by the policy you have taken out.

"I, the undersigned, Mr/Ms ..., residing at ... hereby opt out of my policy no.... taken out with..., in accordance with Article L. 112-10 of the French Insurance Code. I hereby certify that as of the date of sending this letter, I am not aware of any Claims triggering cover under the policy".

PAYMENT OF THE PREMIUM

In the event of non-payment before the start of the risk validity period, the policy will be deemed null and void and will not give rise to any compensation.

OBLIGATION TO PROVIDE INFORMATION

Prior to taking out a Tranquiloc insurance policy, the Policyholder undertakes to provide each Insured with a copy of the Information Notice and the IPID and to invite each Insured to inform himself/herself as to the cover, its terms of entry into force, the exclusions and the formalities to be carried out in the event of a claim.

The Policyholder undertakes to comply with the provisions of Article L. 112-10 of the French Insurance Code, namely:

Invite the Insured to verify that he/she is not already the beneficiary of cover for one of the risks covered by the Tranquiloc insurance and to formalise this step.

Remind the Insured of the terms and conditions for opting out of a Tranquiloc insurance policy:

Inform the Insured of his/her right to opt out within 30 (thirty) days days and the applicable terms. The Policyholder may propose the following text to the Insured:

"I, the undersigned, Mr/Ms....., residing at.....hereby opt out my policy no..... taken out with....., in accordance with Article L. 112-10 of the French Insurance Code.

I hereby certify that as of the date of sending this letter, I am not aware of any Claims triggering cover under the policy".

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

We cannot intervene when you request cover or services due to damage resulting from:

- Epidemics or pandemics recognised by national or international health authorities unless otherwise stipulated in the Special Terms and Conditions and in accordance with the provisions of the COVID Option.
- Civil or foreign wars, riots or popular movements, in accordance with Article L. 121-8 of the French Insurance Code.
- Consequences of the voluntary participation of the Insured, and of persons travelling with the Insured and insured under this policy, in a crime, offence, riot or Strike, except in legitimate self-defence.
- Intentional non-compliance with the regulations of the country being visited.
- Disintegration of an atomic core or any irradiation resulting from ionising radiation.
- The use of medication or use of narcotics not medically prescribed, as determined by a competent medical authority.

- Damage resulting from the consumption of alcohol by the Insured, characterised by a blood alcohol concentration equal to or higher than that set by the regulations of the country visited and governing the circulation of motor vehicles.
- Accidents and their consequences which are intentionally caused or provoked by the Insured.
- The practice of sport in a professional capacity.
- Participation in endurance or speed competitions on board any land, water or air craft with an engine.
- Non-compliance with the safety rules related to the practice of sporting activities of which the Insured, and persons travelling with the Insured and insured under this policy, as well as the Insured's Family Members, have been made aware.
- Suicide or attempted suicide by the Insured, and persons travelling with the Insured and insured under this policy, as well as the Insured's Family Members.
- The absence of any hazard.
- Insured property and/or activities when the insurer is prohibited from providing an insurance policy or service due to a sanction, restriction or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or any other applicable national law.
- Insured property and activities when they are subject to a sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or any other applicable national law. It is understood that this provision applies only where the insurance policy and the insured goods and activities fall within the scope of the sanction decision, total or partial embargo or prohibition.
- The consequences of risky situations that are subject to collective quarantine or preventive measures by the international health authorities and/or local health authorities in the country where you are staying and/or the national authorities in your country of origin, unless otherwise stated in the cover.

HOW IS CALCULATED YOUR COMPENSATION?

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

Each of us chooses an expert. If these experts do not agree with each other, they call on a third expert and all three work together by a majority of votes.

If one of us fails to appoint an expert or the two experts fail to agree on the choice of a third, the appointment is made by the presiding judge of the court ruling in summary proceedings. Each of the co-contracting parties bears the costs and fees of its expert, and, where applicable, half those of the third party.

SANCTIONS

Any non-disclosure or intentional misrepresentation, omission, or inaccuracy with regard to the circumstances of the risk known to the insured, is sanctioned in accordance with the provisions of Articles L. 113-8 and L. 113-9 of the French Insurance Code, namely:

a) Article L. 113-8: even if it has had no influence on the Claim, by the invalidity of the policy in the event of non-disclosure or intentional misrepresentation on the part of the insured, when such misrepresentation alters the nature of the risk or mitigates its appearance for the insurer;

b) Article L. 113-9: depending on whether it is established before or after the Claim, when the Member's or the Insured's bad faith is not established, by the following consequences:

- Prior to the Claim, by an increase in contributions or termination of the policy;
- After the claim, by reducing the claim compensation in proportion to the rate of contributions paid compared to the rate of contributions that would have been due if the risks had been accurately and fully submited.

OTHER INSURANCE

In accordance with Article L. 121-4 of the Code, if all or part of the risks covered by this policy are or come to be covered by another insurance policy, the insured must immediately report this to the company, indicating the name of that insurer and the amounts insured. When several insurance policies for the same risk are taken out in an act of wilful misconduct or fraud, the penalties provided for in the first paragraph of Article L. 121-3 of the Code (nullity of the Policy and damages) will apply. When they are taken out in good faith, each of them shall produce its effects within the limits of the Policy's cover and in compliance with the provisions of Article L. 121-1 of the Code, with the exception of the civil liability cover of this Policy, which is only exercised if the Insured does not benefit from civil liability cover through another insurance policy in force on the day the Harmful Event occurs and likely to cover the financial consequences thereof.

Within these limits, the beneficiary of the Policy may obtain compensation for damages by contacting the insurer of its choice.

COMPLAINTS

Throughout the life of the Policy, difficulties may arise.

For any request for or rectification of information or in the event of a dispute, you must first consult your CHAPKA Manager in writing:

- By post:

CHAPKA ASSURANCES
31-35 rue de la Fédération
75015 Paris - France

or

- By mail : reclamation@chapka.com

You will receive an acknowledgement of receipt within a maximum of 10 working days. You will be kept informed of the progress of examination of your position and, unless notified otherwise in writing, you will receive a response no later than two (2) months following the date you sent your letter of complaint.

If you are not satisfied with the response, you may contact the Insurer's customer relations department (AREAS - 49 Rue de Miromesnil, 75380 Paris cedex 08, www.areas.fr, telephone: 01 40 17 65 00) which will respond within the same time period (not cumulative), i.e. within two months of the date you sent your letter of complaint.

In the event the disagreement persists, after expiry of the period of two (2) months after the date you sent your complaint, and provided that no legal action has been taken, you have the option of contacting the Insurance Ombudsman (by post to TSA 50110 75441 Paris Cedex 09 or by electronic means via www.mediation-assurance.org). The opinion of the Insurance Ombudsman is non-binding for the parties, who are free to accept or reject the proposed solution and to refer the matter to the competent court. In case of complaint, please refer to the French version of the Terms and Conditions

SUPERVISORY AUTHORITY OF THE INSURANCE COMPANY

The supervisory authority of Aréas Assurances is the ACPR (Autorité de contrôle prudentiel et de résolution – French Prudential Control and Resolution Authority), located at 4, place de Budapest, CS 92459, 75436 Paris cedex 09.

PERSONAL DATA PROTECTION

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Personal Data (GDPR), we inform you that the data collected will be subject to automated processing by Aréas Assurances and AON, the data controller for the establishment, management and execution of Insurance Policies and for marketing and sales management purposes. It may be transmitted to the companies of the Aréas group and its partners for the same purposes, including outside the European Union. This data will be stored for the duration of the legal prescription.

You have the right to access, rectify, oppose for legitimate reasons, of erasure as well as the right to define guidelines for retention, erasure and communication of your personal data after your death. You also have the right to the portability of your personal data. All of your rights can be exercised by contacting the Data Protection Officer at the following address: AREAS ASSURANCES - Service Conformité - DPO. 47 Rue de Miromesnil 75380 PARIS Cedex 08 or at the following email address: dpo@areas.fr.

Or,

Aon France/Chapka Assurances - Service Conformité - DPO. 31-35 rue de la Fédération 75015 PARIS or at the following email address: cil@chapka.fr.

You can find more information about your rights on our website at www.areas.fr, or on the CNIL website at www.cnil.fr.

CONSUMERS' RIGHT TO REFUSE TELEMARKETING

If you do not wish to receive telemarketing calls, you can sign up for a do-not-call list free of charge.

These provisions apply to any consumer, i.e. any natural person acting for purposes which are not within the scope of his/her commercial, industrial, artisanal or self-employed professional activity.

SUBROGATION

In accordance with the provisions of Article L. 121-12 of the French Insurance Code, the Insurer is entitled to subrogation up to the amount of the compensation paid by it, to the rights and actions of the Insured against the Third Parties responsible for the Claim.

In the event that the Subrogation can no longer be carried out by the Insured in favour of the Insurer, the Insurer will then be released from its obligations with regard to the Insured to the extent that the Subrogation could have been exercised.

LIMITATION PERIOD FOR LEGAL ACTION ARISING FROM THE INSURANCE POLICY

The limitation period is the period beyond which complaints are no longer admissible.

Any legal action arising from this Policy shall be shall be barred two (2) years from the event giving rise thereto.

Article L. 114-1 of the French Insurance Code

"All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto.

However, this limitation period does not run:

1° in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof;

2° in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

When the insured's action against the insurer arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter has paid it compensation.

The limitation period shall be increased to ten years for life insurance contracts when the beneficiary is not the policyholder and in insurance contracts covering personal injury when the beneficiaries are the deceased insured's assigns.

Notwithstanding the provisions of point 2 above, the legal actions of the beneficiary shall be barred no later than thirty years from the death of the insured for life insurance contracts".

The limitation period may be interrupted as provided for in Article L. 114-2 of the French Insurance Code:

Article L. 114-2 of the French Insurance Code

"The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the insurer sending the insured a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by the insured to the insurer in respect of the settlement of the claim".

Article L. 114-3 of the French Insurance Code

"Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance contract may not, even by mutual agreement, either change the length of the time limit for legal action, or add causes for the suspension or interruption thereof".

The ordinary causes of interruption of the limitation period mentioned in Article L. 114-2 are those provided for in Articles 2240 to 2246 of the French Civil Code reproduced below:

Article 2240 of the French Civil Code: "Recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action".

Article 2241 of the French Civil Code: "Instigating legal proceedings, even summary proceedings, interrupts the time limit for action and the time limit beyond which rights lapse.

The same applies when the matter is brought before an incompetent jurisdiction, or when the deed of referral to the jurisdiction is cancelled through procedural irregularity".

Article 2242 of the French Civil Code: "Interruption resulting from instigating legal proceedings is effective until the proceedings end".

Article 2243 of the French Civil Code: "The interruption is null and void if the petitioner withdraws the petition or lets the proceedings lapse, or if the petition is dismissed definitively".

Article 2244 of the French Civil Code: "The time limit for action or the time limit after which rights lapse is also interrupted by protective measures being taken pursuant to the French Code of Civil Enforcement Procedures or by an enforcement being ordered".

Article 2245 of the French Civil Code: "One of the jointly and severally liable obligees being summoned or notified through legal proceedings or through an enforcement order, or recognition by the obligee of the right of the person against whom the obligee could claim inaction within the time limit interrupts the time limit for action against all of the others, even against their heirs.

Conversely, one of the heirs of a jointly and severally liable obligee being summoned or notified, or that heir recognising such a right does not interrupt the time limit for action with regard to the other co-heirs, even for mortgaged debt, if the obligation is divisible. Such summons/notification or such recognition interrupts the time limit for action with regard to the other co-obligees only for the share for which that heir is liable. In order to interrupt the time limit for action for the entire obligation with regard to the other co-obligees, the summons or notification needs to be made to all of the heirs of the deceased obligee, or all of the heirs need to recognise the right".

Article 2246 of the French Civil Code: "Summons or notification made to the main obligee, or the main obligee recognising the right in question interrupts the time limit for taking action against the guarantor".

COMPETENT COURTS – APPLICABLE LAW

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

Any legal action relating to this Policy will be under the sole jurisdiction of the French courts.

LANGUAGE

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

ANTI-MONEY LAUNDERING AND COMBATING THE FINANCING OF TERRORISM

To meet its legal obligations, the Insurer carries out supervisory processing aimed at anti-money laundering, the counter financing of terrorism and the application of financial sanctions.

COMMON PROVISIONS RELATING TO THE HOLIDAY HOME CIVIL LIABILITY COVER OF THE GUEST AND THE CIVIL LIABILITY OF THE OWNER

TRANSACTION - ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of liability or transaction that you would have accepted without our agreement is binding on us. However, the admission of a physical fact is not considered to be an acknowledgement of liability, nor is the mere fact of having provided emergency assistance to a victim, when it is an act of assistance that any person has the right to perform.

PROCEDURE

In the event of legal action against the Insured, we handle his/her defence and manage proceedings for the events and damages falling within the scope of cover included in this Policy.

However, he/she may join our efforts if he/she can justify a personal interest not covered under this policy.

The fact of providing his/her defence as a precaution cannot be interpreted as an acknowledgement of cover and does not imply in any way that we accept responsibility for damages that are not covered by this policy.

REMEDIES

With regard to remedies:

- Before the civil, commercial or administrative courts, we have the freedom to exercise remedies within the framework of this policy's cover;
- Before the criminal courts, remedies may only be exercised with the Insured's consent;
- If the dispute no longer concerns only civil interests, the refusal to give his/her consent to exercise the proposed remedy gives us the right to claim compensation equal to the resulting loss for Us.

The Insured may not object to exercising our remedy against a responsible Third Party if the latter is covered by another insurance policy.

UNENFORCEABILITY OF FORFEITURES

Even if the Insured is in breach of his/her obligations following a Claim, we are required to compensate the persons to whom he/she is liable.

However, in this case, we retain the right to take action against him/her for reimbursement of all sums paid or reserved by us in his/her name.

LEGAL FEES

We bear the costs of legal proceedings, discharge and other settlement costs. However, if the Insured is convicted for an amount greater than that of the cover, each of us shall bear these costs in proportion to our respective share of the conviction.

NATURE OF THE COVERS AND EXCLUSIONS FROM THE GUEST'S COVER

CANCELLATION

CANCELLATION DUE TO LISTED RISKS

The cover provides for reimbursement to the Insured Guest of the sums actually paid and the cancellation or modification fees due under this policy, up to the amounts provided for in the Table of Benefits, less resort taxes, insurance premiums and administrative costs, if the Insured Guest cannot leave for one of the following reasons:

- Serious Illness, Serious Accident or Death, including relapses or worsening of an Accident or Prior Illness which was not foreseeable on the date of booking of the Stay, preventing completion of the trip (it being understood that the date of the first medical diagnosis of the aggravation, development or relapse will be taken into account to calculate the reimbursement):
  - Affecting you, your de jure or de facto spouse or any person who is bound to you by a civil partnership, one of your ascendants or descendants up to two (2) degrees of separation, your brothers or sisters, brothers-in-law or sisters-in-law, sons-in-law or daughters-in-law, fathers-in-law or mothers-in-law, or your legal guardian, regardless of their country of residence, as well as any person ordinarily residing with you, provided that your presence at their bedside is necessary at the time of the dates of your rental,
  - Of your professional replacement or the person in charge of childcare for your under age children, designated on the special terms and conditions (only one professional replacement or childcare provider can be indicated on the special terms and conditions).
- Unscheduled hospitalisation for more than forty-eight (48) consecutive hours or unforeseeable death on the date of booking of the Stay of an uncle, aunt, nephew or niece of the Insured or his/her Spouse (legal or de facto) making it necessary to be at their bedside or at their funeral on a date during the Stay;
- Major Tangible Damage following a fire, water damage or natural elements affecting more than 50% of the Insured's private or professional premises, of which he/she is the owner, tenant or occupant free of charge, and imperatively requiring his/her presence on the scheduled departure date to take the necessary precautionary measures;
- Complications with the pregnancy of the Insured, before entering the 28th week and which require the complete cessation of any professional activity or other basic activity that must be carried out in everyday life and provided that at the time of departure, the Insured is not more than six (6) months pregnant or, if the very nature of the trip is incompatible with the state of pregnancy, provided that the Insured was not aware of her condition when booking the trip;
- State of pregnancy not known at the time of booking the Stay and rendering the Stay unsafe due to its nature, provided that the Stay takes place in the mountains or is linked to the booking of sporting activities purchased at the time of booking and mentioned on the booking form;
- Redundancy or mutually agreed termination of the employment contract of the Insured or his/her Spouse or common-law partner insured under the same policy, provided that the procedure is not initiated prior to taking out the policy and/or the Insured was not aware of the date of the event at the time of taking out the policy;
- Summons for the Insured to appear before a judicial or administrative court on a date occurring during the planned trip, and provided that the summons was not known at the time the Policy was taken out;
- Summons to a university catch-up exam make-up exam on a date during the scheduled Stay, provided that the failure of the initial exam is not known at the time the policy is taken out;
- A vaccination contraindication or the medical impossibility of following a preventive treatment necessary for the chosen destination, provided that the contraindication or the medical impossibility is unknown at the time the policy was taken out and beyond the Insured's control;
- Any pathology of the Insured similar to a mental, nervous or mental illness by a competent medical authority leading to hospitalisation for more than three (3) consecutive days;
- Divorce or separation (civil partnership) of the Insured, registered with the court registry after taking out this policy and upon presentation of an official document;
- Serious damage caused to the Insured's vehicle within forty-eight (48) working hours before departure and to the extent that the Insured can no longer use it to travel to the location of the Stay;
- Getting a job as a salaried employee or a paid internship before departure and covering the period of the stay while the insured was registered with the French unemployment agency (Pôle Emploi) on the day of the registration of the stay, excluding extension, renewals or modifications of the type of employment contract or internship (e.g: a fixed-term contract which turns into an open-ended contract) as well as assignments provided by a temporary work agency;
- Cancellation or modification of the Insured's paid holiday dates imposed by his/her employer for legitimate reasons or exceptional circumstances, even though they were officially granted by the employer in writing prior to registering for the Stay and taking out this policy, excluding independent members, directors and legal representatives of a company, self-employed workers, craftspersons and performance artists. This cover does not apply in the event of a change of employment;
- Non-disciplinary job transfer, imposed by the employer, obliging the Insured to move, during the duration of the insured Stay or within eight (8) days preceding the departure, and provided that the transfer was not known at the time the Policy was taken out. This cover is granted to salaried employees, excluding self-employed professionals, directors, legal representatives of companies, self-employed workers, craftspersons and performance artists;
- Refusal of a tourist visa by the authorities of the country chosen for the Stay once a valid application has been submitted by the deadline, provided that no application was submitted previously and was refused by these authorities for a previous Stay. Proof from the embassy will be required;
- Theft of one's identity card or passport occurring within forty-eight (48) working hours prior to the departure date if these documents are essential to the Stay. A police report will be required from within forty-eight (48) hours of the day the theft was discovered;

- Theft at home, on professional premises or the farm operation of which the Insured is the owner, tenant or occupant free of charge, within seventy-two (72) hours preceding his/her departure and imperatively requiring his/her presence on the premises to carry out the protective measures required. A police report will be required from within forty-eight (48) hours of the day the theft was discovered;

- Summons on a date during the scheduled Stay, which the Insured was unaware of when taking out the policy, and which cannot be deferred and requires the Insured to be present for one of the following administrative reasons:

  a- Adoption of a child,

  b- Before a criminal court as a witness or juror,

  c- For an organ transplant.

- If for an insured event, the Insured prefers to be replaced by another person rather than cancelling his/her Stay, the Insurer will bear the name-change costs invoiced by the Service Provider;

- Inability of the Insured to travel to the location of the Stay reserved, by any means of transport (road, rail, air, sea), on the day of the beginning of the Stay and within forty-eight (48) hours due to:

  - Barricades,

  - Strikes, or

  - A natural event preventing the circulation of traffic and certified by the competent authority.

  A certificate proving the closure of road, rail, sea and air routes must be provided by the competent authorities (municipality or town hall, SNCF (French national railway company), airports or airlines, etc.);

- Natural Disasters (within the meaning of Law No. 82-600 of 13/07/82) occurring at the place of the Stay, resulting in the local or prefectural authorities prohibiting the Stay in that location (municipality, neighbourhood, etc.) during all or part of the period stated in the Rental Agreement, and occurring after taking out this policy and subject to the publication of an interministerial declaration of a Natural Disaster in the official journal;

- Access prohibited to the site (community, neighbourhood, etc.), within a radius of five kilometres from the place of the Stay, by the local or prefectural authority;

- Lack of or excess snow leading to the closure of at least two thirds (2/3) of the ski area, for at least three (3) consecutive days in the five (5) days preceding departure. The closure of at least two thirds (2/3) of the ski area must be confirmed by the proven closure of a certain number of lifts and by the percentage of the ski area that is open as communicated by the operator of the ski area concerned.
  This cover shall only apply based on a snow report issued by an approved organisation, concerning the resort itself if it is a member or, if not, the closest resort.

The cover applies only to the resorts (from the start of the skiable slopes) at more than one thousand two-hundred (1,200) meters of altitude, between the official opening and closing date of the ski area, including pre-opening periods.

PLEASE NOTE: This cover only applies between 15 December and 1 April of the following year.

This cover excludes any lack or excess of snow known at the time the Stay is reserved, the closure of the ski area due to technical or visitor issues or for regulatory reasons other than climate events.

- Cancellation of one of the persons accompanying the Insured maximum twenty (20) people for the whole claim registered at the same time as the Insured and insured under the same policy, when the cancellation originates from one of the causes listed above. If you wish to travel alone, additional expenses are taken into account; our reimbursement cannot exceed the amount due in the event of cancellation on the date of the event.

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

- Definitive cancellation of the cultural, sporting or professional event in which the Insured was required to participate and which justified his/her Stay;

- In the event of an attack or act of terrorism, provided that the following elements are all true:

  - No similar event has occurred in the destination town or cities of place of Stay, within the thirty (30) days preceding the booking of the Stay,

  - The event resulted in Tangible Damage preventing the activities of the Insured's Stay from being carried out in the destination town or cities of the Insured Stay or within a radius of up to thirty (30) kilometres from the resort.

CANCELLATION FOR ALL JUSTIFIED REASONS

You can benefit from this cover only if you present supporting documents and deduction of an excess that is indicated in the cover table. This covers you for any other random event,whatever it may be, constituting an immediate, real and serious obstacle preventing your departure. Random event is understood to be any sudden circumstance, unforeseeable on the date this Policy was taken out, outside of the Insured's control, justifying cancellation of the trip. The random event must have a direct and exclusive causal relationship with the inability to leave.

- As well as in the case of Cancellation, for a justified reason, by one or more persons who booked at the same time as you and defined as an Insured party under this Policy (maximum of twenty (20) people for the entire claim).

For any rental shared between several persons who are not part of the same household, cancellation compensation may be granted without calling into question the entire rental if only one of the Insureds is obliged to cancel.

The "CANCELLATION OF STAY" cover does not cover the inability to leave relating to the physical organisation of the trip by the organiser (tour operator, airline), including flight-only trips and/or the failure of the flight to take place (Strike, cancellation, postponement, delay) or to the accommodation or security conditions of the destination.

EFFECTIVE DATE AND DURATION OF THE COVER

The cover takes effect on the date the policy is taken out and automatically ceases on the date of departure indicated in the Special Terms and Conditions or the registration form for the Stay.

However, for any registrations after the date of purchase and up to 48 hours after booking the trip, and provided that the trip does not start within 10 days, a four (4) day waiting period during which no cover can take effect will be applicable from the date the policy is taken out, and the cover will only take effect after this period.

IMPORTANT: if cancellation of the Stay is due to a modification or cancellation of paid leave by the employer or the theft of identity papers, the Claim will only be considered if the Policy is taken out SIMULTANEOUSLY with the booking of the Stay.

WHAT TO DO IF YOU HAVE TO CANCEL

You, or one of your Assigns, must notify your Service Provider or Lessor of your cancellation as soon as the insured event preventing your departure occurs.

Our reimbursement is calculated based on the schedule of cancellation fees in force on the date the event triggering the cover is discovered.

- You must notify CHAPKA within five (5) working days following the declaration of your cancellation to your Service Provider or Lessor, in compliance with the declaration procedure as set out in the chapter "What to do in the event of a Claim?". After expiry of this deadline, if we suffer any loss as a result of the late declaration, you lose all right to compensation;
- You must have the following information:
  - Chapka contract number,
  - Specific reason for your cancellation (illness, accident, professional reason, etc.),
  - Name of your Service Provider,
  - All the documents requested to justify the reason for the cancellation and to assess the amount of the damage (registration form, original invoice for cancellation fees, originals of the transportation tickets).
- If the reason for this cancellation is a serious illness or a serious accident causing bodily injury, you or your Assigns must also provide the initial medical certificate specifying the date and nature of your illness or accident within five (5) days of your cancellation;
- Any report that does not comply with the provisions of this cover shall result in the Forfeiture of any right to reimbursement;
- If necessary, the Claims Adjuster on the case reserves the right to subject you, at his/her own expense, to a medical examination notified by registered letter with acknowledgement of receipt;
- We reserve the right, if necessary, to request additional documents.

EXCLUSIONS

Exclusions to all cover apply. In addition, cancellations due to any of the following events or circumstances are excluded:

- Bodily harm following an accident or illness, that is found, is treated, relapses or causes hospitalisation between the date the Stay is booked and the date this policy is taken out.
- Diseases for which the Insured seeks consultation or undergoes hospitalisation or Home care within the thirty (30) days prior to reserving the Stay.
- Events, illnesses or accidents having been the subject of a first diagnosis, relapse or worsening occurring prior to the date this policy was taken out and making the trip impossible for the Insured.
- Accidents and illnesses the origin of which is known before the policy was taken out, except in the case of an unforeseeable deterioration of health.
- Illnesses having been the subject of a consultation, hospitalisation or hospitalisation at Home, within thirty (30) days prior to booking of the Stay.
- Cancellations due to the carrier, the Trip Organiser or the service provider.
- Voluntary abortions, their consequences and complications.
- Aesthetic treatments, other treatments (unless for hydrotherapy if the hydrotherapy cancellation option has been subscribed), in vitro fertilisation.
- Cancellations due to periodic follow-up examinations and supervision.
- Elective medical procedures undertaken by the Insured at his/her sole discretion, except in the event of medically recognised necessity.
- Any circumstance which only affects approval for the Insured's Stay.
- Any event for which the Trip Organiser may be responsible pursuant to sections VI and VII of Law No. 92-645 of 13 July 1992 setting out the conditions for the organisation and sale of Stays.
- Events occurring between the date of registration for the trip and the date this policy is taken out.
- Any medical event or illness whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than three (3) consecutive days and/or which has not not been qualified as such by a competent medical authority.
- Cancellations as a result of not presenting one of the documents essential for the trip, for any reason whatsoever, except in the cases provided for under this cover.
- Delays obtaining a visa or refusal following an invalid application.
- Any act not declared as an act of terrorism or any act declared as an act of war, whether declared by the French Ministry of Europe and Foreign Affairs or not.
- Cancellation related to an event known at the time of purchase of the Stay.
- Cancellations following an omission or refusal regarding vaccination.
- Cancellations due to illness without medical proof issued by a doctor.
- Reimbursement of all or part of the Stay that has been reimbursed in full or in part by the trip organiser or the transport company, regardless of the method of reimbursement including transfer, cash, credit and voucher.

- The consequences of earthquakes, volcanic eruptions, tidal waves, floods or natural cataclysms except in the context of the provisions resulting from Law No. 82-600 of 13/07/82.
- Cancellations related to an Epidemic or Pandemic, except for contracting COVID if the Insured has signed up for the COVID Option.
- Cancellations of hydrotherapy treatments unless the Insured has signed up for the Hydrotherapy cancellation option.
- Cancellations following the death of a parent when this occurs more than one month before the departure date.

COVID Option

By way of exception to the exclusions under this policy, we cover reimbursement of the sums actually paid and cancellation or modification costs due under this Policy, up to the amount indicated in the table of cover, if you cannot leave on medical grounds for the cancellation reasons and circumstances listed below, to the exclusion of any other:

- Illness or Serious Illness following the Insured contracting COVID-19, justified by a medical authority and resulting in quarantine and/or hospitalisation during the dates of the stays or preventing the Stay on medical grounds (supporting documents will be required). In the absence of symptoms, our cover only applies if you are forced into isolation during the dates of your Stay;
- Death or Serious Illness resulting in hospitalisation of a Family Member of the Insured after contracting COVID-19, declared within 30 days prior to departure, justified by a medical authority and requiring the Insured's presence during the dates of the Stay (supporting documents will be required);
- In the event of cancellation due to a Serious Illness suffered by the Insured or a Member of his/her family, our cover applies according to the aforementioned conditions and only if the result of a PCR test is positive for COVID-19. For cover to apply, the test must only be carried out:
  - Either at the request of a doctor, consulted BEFORE performing the test to check for existing symptoms,
  - Or at the initiative of the Insured in order to verify existing symptoms within 15 days prior to the start of the Stay and confirmed by a doctor.

Only trip cancellations due to a positive PCR test conducted under these conditions are covered by this policy and eligible for a refund.

Positive result for COVID-19 indicated by a PCR test conducted within 72 hours prior to departure, imposed by the health authorities of the destination country, the trip organiser or the transport company in order to be able to carry out the Trip.

Only trip cancellations due to a positive PCR test conducted under these conditions are covered by this policy and eligible for a refund.

Refusal to allow the Insured to board, following a COVID-19 check conducted on arrival at the departure airport. Proof issued by the transport company that refused to board you, or by the health authorities, must be sent to us. In the absence of such proof, no compensation will be provided.

It is up to you to establish the reality of the situation giving rise to our services and so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.

Cancellations due to the following reasons are also excluded from the "COVID EXTENSION" cover:

- The impossibility of leaving due to border closures, travel restrictions, transport cancellations, material organisation, or accommodation or security conditions at the destination.
- Failure to obtain a vaccination.
- Any other event occurring between the date the policy was taken out and the departure date of your trip not listed in the "COVID EXTENSION" cover.
- Any event occurring between the date of booking the trip and the date the policy was taken out.
- PCR tests not fulfilling the conditions of this cover.
- Antigen tests.
- Any person declared as a COVID-19 contact case but not confirmed by a positive PCR test and/or not preventing the trip from taking place.
- The consequences of health measures imposed by the competent authorities taken at local, regional, national or international level, aimed at limiting the movement of goods and people: lockdown, border closures or restrictions on entry conditions into national territories.
- The health situation in the place of Stay.

Hydrotherapy cancellation option

Notwithstanding the exclusions of this Policy and of adding this option, we cover the reimbursement to the Insured Guest of the sums actually paid by the Insured and the cancellation or modification fees due under this Policy, up to the amounts provided in the Table of Benefits above less resort taxes, insurance premiums and administrative fees, in the event of justified refusal of payment by social protection bodies following a prescription of a hydrotherapy treatment by a competent medical authority. The cover is valid provided that the request for cover of the prescribed hydrotherapy is sent to the social protection bodies at least one month before the date of signature of the Policy to book the treatment and/or rental.

The terms social protection bodies mean social security and CMU schemes, mutual insurance schemes and any other personal protection insurance bodies.

INTERRUPTION OF STAY

PURPOSE OF COVER

The cover provides for reimbursement of the portion of the not used and already paid Land-Based Services on a prorated basis, up to the amounts shown in the Table of Benefits, if the Stay must be interrupted due to:

1° The medical repatriation of the Insured, a member of his/her Family or his/her Insured Travel Companion under this Policy, under an "Assistance, Repatriation" cover carried out and delivered by an assistance company.

2° Early return in the event of:

- Unscheduled hospitalisation for more than forty-eight (48) consecutive hours or unforeseeable death on the date of booking of the Stay, of a Member of the Insured's Family making it necessary to be at their bedside or at their funeral on a date during the Stay;
- Major Tangible Damage following a fire, water damage or natural elements affecting more than 50% of the Insured's private or professional premises, of which he/she is the owner, tenant or occupant free of charge, and imperatively requiring his/her presence to take the necessary precautionary measures;

- Obtaining a job as a salaried employee or a paid internship after departure and covering the dates of the Stay, if the Insured was registered with the French unemployment agency (Pôle Emploi) on the date the Stay was booked, excluding extension, renewal or modification of the type of employment policy or internship (e.g. a fixed-term contract which turns into an open-ended contract) as well as work assignments provided by a temp agency;
- Redundancy of the Insured or his/her Spouse or common-law partner, provided that:
  - The redundancy was not known to the Insured before setting off on the trip,
  - The procedure was not initiated before taking out the cover,
  - And the event arose after setting off on the trip.
- Natural disasters at the place where the Insured is, when the Insured is not injured but wishes to shorten his/her Stay, subject to the publication of an interministerial declaration of a Natural Disaster in the official journal;
- Summons on a date falling during the planned Stay and not known at the time of taking out the cover and before setting off on the trip, which cannot be postponed and requires the presence of the Insured for one of the following administrative reasons:
  - With a view to adopting a child,
  - In court, as a witness or for jury service,
  - For an organ transplant.
- The closure of more than 2/3 of the ski area for more than three (3) consecutive days due to lack of snow or excess snow. The closure of more than two-thirds (2/3) of the ski area must be confirmed by the proven closure of a certain number of lifts and by the percentage of the ski area that is open as communicated by the operator of the ski area concerned. This cover shall only apply based on a snow report issued by an approved organisation, concerning the resort itself if it is a member or, if not, the closest resort.
  It shall be established that there is a lack or excess of snow in the winter sports resort of the Stay if, during the planned Stay, more than two-thirds of the skiable area is closed according to the aforementioned snowfall bulletin.

The cover applies only to the resorts (from the start of the skiable slopes) at more than one thousand two-hundred (1,200) meters of altitude, between the official opening and closing date of the ski area, including pre-opening periods.

PLEASE NOTE: This cover only applies between 15 December and 1 April of the following year.

This cover excludes lack or excess snow cover known at the time of booking the Stay or before setting off on the trip, the closure of the skiable area due to technical or human problems or for regulatory reasons other than due to climatic events.

AMOUNT OF COVER

You are compensated for the Land-Based Services not used and already paid for as a result of the interruption of your Stay (Stay and training/activity packages not reimbursed), transport costs not included.

This compensation is calculated from the day following the full release of the insured services and is proportional to the number of days of unused travel. In any case, you are compensated up to the amounts shown in Table of Benefits.

In the event of a group stay, any partial cancellation of one or more persons will give rise to a prorated refund based on the total number of participants.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

- You or one of your Assigns must send us your interruption claim report and the reasons for it within five (5) business days of the end date of your Stay in accordance with the reporting procedure as described in the section entitled "What to do in the event of a Claim". After this period, if we suffer any loss as a result of the late declaration, you lose all right to compensation;
- Your report must include the following information:
  - Chapka contract number,
  - Specific reason for the interruption of your stay,
  - Name of your Service Provider,
  - Name and case number of the insurer.

This must be returned to us with the following enclosed:

- The initial medical certificate specifying the date and nature of the serious bodily harm, or as the case may be, the death certificate, the police report, the expert report or the summons;
- The original of the initial paid invoice issued at the time of registration for the trip.

EXCLUSIONS

In addition to the general exclusions, the following exclusions apply:

- Accidents or Diseases that are found, treated, subject to relapse or cause hospitalisation between the date the Stay is booked and the date date of taking out the policy.
- Interruptions due to periodic follow-up examinations and supervision.
- Any medical event or illness whose diagnosis, symptoms or cause are of a psychological, nervous or mental nature, and which has not resulted in hospitalisation for more than three (4) consecutive days or which has not not been qualified as such by a competent medical authority.
- Elective medical procedures undertaken by the Insured at his/her sole discretion, except in the event of medically recognised necessity.
- Unstabilised diseases for which the Insured seeks consultation or undergoes treatment within the thirty (30) days prior to reserving the Stay.
- Any event occurring between the date of reservation of the trip and taking out the Policy.
- Interruptions of stays related to an Epidemic or Pandemic, except for contracting COVID if the Insured has signed up for the COVID Option.
- Interruptions following a beauty treatment, spa treatment, voluntary termination of pregnancy, in vitro fertilisation and its consequences, artificial insemination and its consequences, pregnancy.

COVID Option

By way of exception to the exclusions under this policy, cover is extended to interruptions resulting from:

- Quarantine and/or hospitalisation due to the Insured contracting COVID-19 during the Stay, justified by a positive PCR test;
- Hospitalisation due to a Member of the Insured's family contracting COVID-19 during the Stay, justified by a positive PCR test.

Cover applies subject to the aforementioned conditions and only if the result of a PCR test is positive for COVID-19

LATE ARRIVAL

PURPOSE OF COVER

The purpose of the cover is to protect the Insured in the event that an unforeseeable, unavoidable event beyond his/her control occurs when he/she is travelling between his/her Home and the place of the Stay and that this event prevents him/her from arriving on the scheduled date of arrival for the covered Stay. The Insurer will reimburse unused nights on a prorated basis up to the amount indicated in the Table of Benefits if the Insured's delay exceeds twenty-four (24) hours.

Under no circumstances may the amount be higher than the costs of cancelling the Stay.

This cover is granted on the condition that the Insured has provided a reasonable period of time to travel to the location of the Stay.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must contact CHAPKA within five (5) working days following the delay incurred on the outward journey of the Stay by following the declaration procedure as described in "**What to do in the event of a Claim?**" .

After expiry of this deadline, if we suffer any loss as a result of the late declaration, you lose all right to compensation.

You must provide the following information:

- CHAPKA policy number;
- Specific reason for your Claim;
- All the documents requested to justify the reason for the cancellation and to assess the amount of the loss (registration form, original of the paid invoice for the interruption costs or the death certificate, police report, expert report or summons, as applicable).

When sending us the information, don't forget to state:

- Yyour full address;
- Your telephone details;
- The name of your rental agency;
- Your rental reference number;
- The start and end dates of your stay.

EXCLUSIONS

All late arrivals for reasons other than for the events listed in the article entitled "Purpose of cover" are excluded from this cover.

Similarly, in addition to the general exclusions, late arrivals for the following reasons are not covered:

- **Any event occurring between the date of reservation of the trip and taking out the policy.**
- **Late submission of a visa application to the competent authorities, an invalid passport.**
- **Failure to obtain a vaccination.**
- **An Epidemic or Pandemic except for a COVID infection if the COVID Extension has been taken out.**

COVID Option

By way of exception to the exclusions under this policy, cover is extended to late arrivals resulting from:

- Quarantine and/or hospitalisation due to the Insured contracting COVID-19, resulting in a delay in reaching the place of Stay on the initially planned date and time, justified by a positive PCR test;
- Hospitalisation due to a Member of the Insured's family contracting COVID-19, resulting in a delay in reaching the place of Stay on the initially planned date and time, justified by a positive PCR test.

CIVIL LIABILITY – HOLIDAY HOME

The cover is granted exclusively:

- **If the Guest is a European resident;**
- **If the term of the Rental Agreement does not exceed ninety (90) days;**
- **If the Insured does not benefit from civil liability cover under another insurance policy that is valid on the day of the occurrence of the Harmful Event and liable to cover the financial consequences thereof.**

For application of this cover, a **Holiday Resort Liability Coverage Claim** constitutes the consequence of any damage or set of damages caused to Third Parties, incurring the liability of the Insured Tenant, resulting from the Damaging Event and having given rise to one or more amicable or judicial claims made by the injured Third Party in the context of his/her Stay.

PURPOSE OF COVER

The Insurer shall cover, up to the amount indicated in the Table of Benefits, the financial consequences of the liability incurred by the Insured, Members of his/her Family and persons living with him/her as Guests or temporary occupants of the premises reserved, for Tangible Damage, and Intangible Damage due to fire, explosion or water damage arising in the Owner's accommodation, in favour of:

The Owner of the rented premises

- For Tangible Damage caused to the premises and furniture of the premises occupied by the Insured (rental risk);
- For Tangible Damage suffered by other Guests that the Insured is required to compensate (rental disputes).

Neighbours and Third Parties

- For Tangible Damage and consecutive Intangible Damage they suffer as a result of fire, explosion or water damage for which the rental liability cover above has become applicable.

In the event of Tangible Damage or consecutive Intangible Damage, a fixed Excess set out in the Table of Benefits will be deducted from the amount of the compensation.

The cover is triggered by the Harmful Event.

Damage to movable property without an invoice is also covered within the limit of the amount indicated in the Table of Cover.

The Insurer also covers damage to the personal property of the Insured Guest and occupants, in the event of fire, explosions or water damage on the rented premises, up to the amount indicated in the Table of Benefits.

EXCLUSIONS

In addition to general exclusions, damage resulting from the following are excluded:

- Hunting.
- The use of any motor vehicle or any air, maritime or river craft.
- Professional activities.
- Intangible Damage except when it is the direct consequence of covered, accidental tangible damage.
- Damage intentionally caused or provoked by the Insured.
- The consequences of any property claims that personally affect the Insured as well as Members of his/her Family or any other person that is an Insured under this policy.
- Damage, with no fire or explosion, resulting from excess heat, closeness or contact with a light source or fireplace, sparks, sprayed or spilled fuel; burned laundry and clothing; and the total or partial destruction of objects that have fallen, been thrown or been set down in or on a fireplace.

The following are also excluded from the cover:

- Any damage not involving the civil liability of the Guest and his/her companions named in the Policy.
- Any damage to the property and objects belonging to the Guest except in the event of fire, explosions or water damage on the rented premises.
- Any damage to the premises owned by the Insured.
- Damage to animals belonging to or entrusted to the Insured.
- Damage caused to the Insured's partners, agents and salaried employees in the exercise of their function.
- Damage resulting from intentional harm, cigarette burns or any other smoking item.
- Any damage caused by moisture, condensation, steam or smoke.
- Breakdown of equipment made available to the Insured.
- Damage to lamps, fuses, vacuum tubes, cathode-ray tubes, semiconductor crystals, heaters and electric blankets.
- The cost of repairing, clearing or replacing pipes, faucets and appliances integrated into the water and heating systems.
- Theft of objects left in courtyards, terraces and gardens.
- Theft of objects left on shared premises at the disposal of several Guests/Tenants or occupants, except in the event of burglary.
- Theft or loss of keys on the premises.
- Damage suffered while the premises containing the Insured objects are occupied in full by Third Parties other than the Guest, his/her agents or persons authorised by him/her.
- Damage resulting from use that does not comply with the Rental Agreement.
- The consequences of contractual commitments insofar as they exceed those to which the beneficiary is legally bound.
- The Insured's civil liability in the event of non-payment for the Rental Property.
- Damage resulting from the Rental Company's or the Owner's failure to maintain the Rental Property.
- Damage to a boat when it is not moored at a dock.
- Damage to valuables.
- Any damage caused to swimming pools or tennis courts.

LIMITS

€1,500,000 including tax in the event of a fire, explosion, water damage for Tangible Damage caused to movable and immovable property; €250,000 including tax for disputes with neighbours and third parties, €8,000 including tax in the event of accidental tangible damage caused to movable property and immovable property.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

IMPORTANT: The Insured may not settle 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.

You must notify your rental agency or your Owner of your Claim in advance, by simple letter or by email, from the day you become aware of it and within five (5) days. After expiry of this deadline, if we suffer any loss as a result of the late declaration, you lose all right to compensation.

You must send CHAPKA your Claim declaration accompanied, on receipt:

- By all notices, letters, invitations, summonses, extrajudicial documents and procedural documents, which may be addressed to the Insured, delivered or served personally or to his/her assigns. In the event of delay in the transmission of these documents, the Insurer may claim compensation proportionate to the resulting loss (Article L 113-1 of the French Insurance Code);
- A detailed declaration regarding the Insured's cover for the same risk taken out with other Insurers;
- The original paid invoice indicating the dates of the repair or work or purchase;
- An official document detailing the loss, sent by the owner or his/her agent to the Liable Tenant;
- A sworn statement that you have not received a partial or total payment from another organisation compensating the same damage;
- All the supporting documents necessary for examination of your claim.

Any declaration that does not comply with the provisions of this cover shall entail forfeiture of any right to reimbursement.

When sending us the information, don't forget to state:

- Your full address;
- Your telephone details;
- The name of your rental agency;
- Your rental reference number;
- The start and end dates of your stay.

ANTI-SURPRISE COVER

NON-COMPLIANCE OF THE COVERED RENTAL PROPERTY

PURPOSE OF THE COVER

The purpose of this cover is to reimburse any sum kept by the Owner or the Individual Lessor of the seasonal rental, within the limit of the Rental Agreement, subject to supporting documents, following a refusal to occupy the seasonal rental due to substantial non-compliance with the description provided on the announcement by the Service Provider with whom the Insured signed the Rental Agreement.

"Substantial non-compliance" means:

- Any significant and lasting discrepancy between the description of the seasonal rental and its actual state that makes the Stay impossible under normal conditions of use. Among others, the following are not considered to be significant discrepancies:
  - Building orientation that does not prevent the view indicated in the advert (sea, mountain, or any other tourist site),
  - An inhabitable surface area that is less than 10% smaller overall,
  - A garden surface area that is less than 20% smaller overall,
  - A distance from rental services with less than a 40% difference.

Similarly, among others, a temporary discrepancy (that is to say, for less than 20% of the total expected duration) of the rented premises or the services attached to it is not considered a lasting discrepancy.

- Concerning the goods, services or equipment offered with the Seasonal Rental and listed in the announcement which represent real added value to the rental and which were instrumental in the choice of the Insured:
  - Their absence observed at the time of entry onto the premises, on the first day of the rental,
  - Their malfunction, observed at the time of entry onto the premises, on the first day of the rental.

LIMITS

The sums (down payments and/or balances) paid or due by the Insured to the Owner, and retained by the latter, are reimbursed, on presentation of the receipts, within the limit of the initially fixed price of the rental for the duration of the Stay in question, up to the limit indicated in the Table of Benefits. Any request for payment of the consequences of refusal to take possession of the rented premises that does not comply with the provisions of this chapter shall result in the Forfeiture of any right to reimbursement.

EXCLUSIONS

In addition to the general exclusions, refusals to take possession of a rental based on the following are excluded:

- A scam from the Rental Company, that is to say, any rental reservation granted by the latter by making use of a false name or false status, or by using fraudulent manoeuvres for the general purpose of tricking someone into believing there is a rental in a fictitious building or belonging to others.
- Indirect losses, loss of opportunity, loss of customers, contractual penalties.
- Rentals granted between persons who are related to any degree.

CLAIM DEADLINE

The Insured must immediately notify the Service Provider or the Individual Lessor and inform us as soon as the non-compliance is discovered and no later than five (5) days after his/her arrival, of his/her refusal to take possession of the rented premises and the reasons for it. To do this, he/she must submit a Claim report on our website: https://www.chapkadirect.com/sinistre

After expiry of this deadline, if we suffer any loss as a result of the late declaration, you lose all right to compensation.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

The Claim declaration must be accompanied by:

- The original of the initial paid invoice issued by the Service Provider or by the Owner;
- A copy of the published advertisement describing the seasonal rental and any photograph of the rented premises, etc.;
- The inventory report, photographs, testimonials and any other document allowing us to assume that this is substantial non-compliance.

Reimbursement of the amount of the rental will be made exclusively to the Insured or his/her Assigns, to the exclusion of any other natural person or legal entity.

FRAUDULENT TRANSACTIONS

WHAT WE COVER

Within the limits set out in the Table of Benefits amounts, we cover the reimbursement of the sums you paid for the Seasonal Rental of the premises made available to the public by an announcement from the seasonal rental organisation or the Owner.

Our cover only applies when, due to a dishonest or fraudulent act exercised by the Owner (or claimed as such), you can neither take possession of the rental nor be reimbursed any sums paid which have been debited from your account, despite the measures you have taken, provided that:

- You have a rental agreement signed by the owner or or his/her representative;
- You file a report for this dishonest or fraudulent act with the competent authorities within forty-eight (48) hours of the day it was discovered;
- You provide proof the sum was debited (bank statements and certified copy of the cashed cheque provided by the bank or a copy of the money order, etc.);
- The sums you paid were not paid in cash;
- The bank issuing the billing document did not reimburse you and is not in the process of reimbursement.

LIMITS

The compensation will be repaid within the limits set out in the Table of Benefits.

CLAIM DEADLINE

To benefit from this cover, you must immediately notify the seasonal rental organisation or the Owner and notify CHAPKA within seventy-two (72) hours of the discovery of fraud or suspected fraud. To do so, you must send us the Claim Report that you will find at the end of these General Provisions.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

In addition to the provisions provided for in these General Provisions and under penalty of Forfeiture, the Insured must take all necessary measures to stop the effects of the infraction and limit the extent of the Claim. You must file a criminal report with the competent authorities. Your report must be submitted along with:

- The receipt for the report as soon as possible, and at the latest within eight (8) days of filing it;
- A copy of the rental agreement signed by the owner or alleged representative;
- All documents proving your payments made for the reservation and their collection by the owner;

You hereby agree to send us any additional documents that we deem useful to investigate the case at our request.

You hereby certify that you have not already received a partial or full refund from the seasonal rental agency or the Rental Company, and agree to return any subsequent refund to us that may follow the Claim report.

If you knowingly use inaccurate documents or fraudulent means or make inaccurate statements or omissions, you will forfeit any right to compensation.

Reimbursement of the amount of the rental will be made exclusively to the Insured or his/her Assigns, to the exclusion of any other natural person or legal entity.

EXCLUSIONS

The following are excluded in addition to the general exclusions common to all cover:

- Any reservation, down payment, deposit or payment made after you have been informed by the seasonal rental organisation or the owner of suspected fraud.
- Reservations concerning rental announcements whose content clearly revealed that the beneficiary of the deposit (or down payments) had no right or authorisation to publish this announcement.
- Any circumstance only affecting the approval of your rental.
- Deposits or down payments not reimbursed by the Owner due to your failure to comply with the rules established with Owner and set out in the Rental Agreement.
- Any claim for the reimbursement of transportation costs, including fuel, incurred by you to travel to the vacation rental.
- Cancellation of your Stay due to the Owner prior to your departure if the Owner has reimbursed you the amounts paid in accordance with your Rental Agreement within thirty (30) days of notice of Cancellation.

OBJECT LEFT BEHIND AT THE RENTAL PROPERTY

PURPOSE OF COVER

We reimburse the Insured for the cost of sending the Object Left Behind at the Rental Property to the Home of the Insured on the presentation of an original invoice for sending the Object Left Behind and within the limit shown in the Table of Benefits.

The cover applies to one (1) Object Left Behind per rental, it being specified that said Object Left Behind must comply with the following weight and dimensions:

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

Under no circumstances may the Insurer be held liable for:

- Delays attributable to carriers hired to deliver the Object Left Behind;
- Breakage, loss, damage or theft of the Object Left Behind during transport;
- Consequences resulting from the nature of the Object Left Behind;
- Refusal by national or international customs authorities to authorise the shipment of the Object Left Behind.

LIMITS

We cover the cost of sending the Object Left Behind within the limit indicated in the Table of Benefits.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

After contacting the host, locating the Object Left Behind and having it shipped, the Insured must send us his/her report within ten (10) working days from the shipping date, except in the event of exceptional circumstances or force majeure, along with:

- A copy of the Rental Agreement;
- And the original invoice of the shipping costs issued by the carrier hired to deliver the Object Left Behind;
- As well as any supporting documents that may support your Claim report.

EXCLUSIONS

In addition to the general exclusions, the following are excluded:

- Any object falling under national, European and international regulations on hazardous products as defined in particular by the regulations of the International Civil Aviation Organization (ICAO).
- All objects containing explosives, ammunition, gases, flammable liquids and solids, oxidizing, toxic and/or infectious substances, corrosive or radioactive products, lithium cells and batteries.
- All objects which, by their nature, wrapping or packaging, may pose a danger to personnel, Third Parties, the environment, or the safety of transport equipment, or which may damage other objects being transported, machinery, vehicles or property belonging to Third Parties.
- Counterfeit goods and/or goods that do not comply with the laws and regulations in force.
- Narcotics or any other illegal substances.
- Firearms.
- Objects that require temperature-controlled transport.
- Publications or audiovisual media prohibited by any applicable law or regulation.
- Dead or live animals.
- Any content whose transport by post is likely to infringe upon human dignity, integrity or respect for the human body, including human ashes and remains.
- Bank notes, negotiable securities, payment cards, and metal coins for circulation in France having legal tender and the ability to discharge debt, as well as precious metals.
- Precious stones, fine pearls, identity documents and any other valuables.
- Objects whose transport constitutes a commercial transaction and those intended for sale.
- Motor-driven machinery, automotive accessories, gardening equipment, objects containing liquids, furniture.
- Household or computer appliances and accessories, HiFi equipment, musical instruments.

UNAVAILABILITY OF THE RENTAL PROPERTY

NATURE AND SCOPE OF THE COVER

We will indemnify the Tenant, for the amount of the deposit paid, up to the limit set out in the Table of Cover, in the event of unavailability of the provision of the Leased Property that is the subject of the Rental Agreement, due to:

- The death of the Owners of the reserved property;
- Damage to the reserved property preventing its use due to fire, explosion, water damage, theft or storm.

This cover for Unavailability of the Rental Property is not cumulative with the Owner's Relocation Fee cover in the event of cancellation by the guest.

EXCLUSIONS

In addition to the general exclusions applicable to the contract, we cannot intervene under the following circumstances:

- The cancellation of the rental at the initiative of the Owner or his/her representative for a reason other than those described in the cover;
- The Guest's refusal to take possession due to non-compliance of the rental property;
- The modification by the Guest of the Rental Agreement.

REPLACEMENT COPY OF KEYS DUE TO LOSS OR THEFT

PURPOSE OF COVER

This cover applies exclusively in countries where the Insured or the Owner is not already covered by a policy taken out elsewhere.

In the event the keys to the rental property are stolen or lost by the Guest, we will reimburse the Guest for the key replacement fees only, up to the limit set out in the Table of Cover.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

The Insured must send us his/her request for reimbursement within five (5) working days. After expiry of this deadline, if we suffer any loss as a result of the late declaration, you lose all right to compensation.

His/her report must be submitted along with:

- A copy of the report to the police made within forty-eight (48) hours of the theft or loss;
- The initial invoice for the keys to be replaced and/or a sworn statement from the Owner indicating the purchase price;
- The invoice paid for the key replacement fees;
- A certificate from the Owner confirming the loss of the keys and the replacement thereof;
- A copy of the Rental Agreement;
- All the supporting documents necessary for examination of your claim.

LIMITS

We cover the amount of costs actually incurred up to the limit set out in the Table of Benefits.

EXCLUSIONS

The following are excluded from this cover, in addition to the general exclusions applicable to the policy:

- **Negligence.**
- **Any theft other than the keys to the rented property.**
- **Absence of a sudden, unforeseeable event beyond the Insured's control.**

LUGGAGE

LOST, STOLEN OR DAMAGED LUGGAGE

PURPOSE OF COVER

The Insured is compensated for the tangible damage resulting from:

- Loss of Luggage by the authorised carrier and/or during transfers organised by the tour operator;
- Theft of Luggage;
- Total or partial damage to Luggage during the Stay.

LIMITS

Our compensation per beneficiary and per Stay is within the limits indicated in the Table of Benefits. Valuables and precious objects are only covered up to 50% of the amount indicated in the Table of Benefits.

CONDITIONS OF COVER

Cover applies to the following:

- The loss or destruction of Luggage or Valuables provided that they are recorded or duly entrusted to the authorised carrier or entrusted to the tour operator during organised travel and transfers;
- Theft of Luggage or Valuables by burglary from any locked and closed vehicle and in any event committed between the hours of 7 am and 9 pm (local time).

In the event of theft, the cover applies as long as the Luggage and Valuables are under the direct supervision of the Insured, in his/her room or placed in an individual locker.

Precious Objects are only covered against theft and only when they are worn by the Insured or when they are stored in the room safe.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

You must notify us within five (5) working days of the end date of your Stay in accordance with the reporting procedure and provide proof of the value and existence of Luggage and similar items stolen, lost or damaged.

Your report must include the following information:

- The date, causes and circumstances of the Claim;
- Original supporting documents.

You must also provide:

- In the event of theft, the receipt for the report established with the relevant local authorities within forty-eight (48) hours of discovering the theft;
- In the event of total or partial destruction, the report drawn up by any competent authority or by the person responsible for the damage, failing which by a witness;
- In the event the carrier or tour operator may be held liable, confirmation of the reservations expressed to the carrier or tour operator, drawn up with them or their representative.

Failure to present these documents will result in you forfeiting your rights to compensation.

The insured amounts may not be considered as proof of the value of the property for which you request compensation, or as proof of the existence of such property.

You must prove, by all means in your power and by any documents in your possession, the existence and the value of such property at the time of the loss, as well as the extent of the damage.

RECOURSE

Since our cover supplements other cover granted elsewhere, the Insured is responsible for recourse against the airline or any other organisation responsible for the damage.

Firstly, the Insured is required to take measures to limit the damage and to have these recorded by the competent authorities.

Luggage damaged during the trip, or not returned by the transport company, must be recorded in a property irregularity report and a report drawn up by the transport company before being accepted by the Insured. If the Insured does not discover the damage until after delivery, he/she must, within three days, require said company to draw up a report: in the event of refusal of a report, the Insured must file a protest within three days.

RECOVERY OF STOLEN OR LOST LUGGAGE

In the event of recovery of all or part of the stolen or lost items, at any time, you must notify us immediately.

If the items are recovered:

- Before payment of the compensation, you must take back possession of said items. We are only liable for the payment of compensation corresponding to any damage suffered and the costs that you may have incurred, with our agreement to recover these items;
- After payment of the compensation, you will have a period of thirty (30) days from the date of recovery to either opt to take back or abandon all or part of the objects found. In the event of non-compliance with this deadline, the goods become our property.

In the event they are taken back, the compensation will be revised accounting for the value of the goods on the date of recovery and you will have the obligation to return, where applicable, the excess compensation you have received.

As soon as you learn that someone has the stolen or lost property, you must notify us within eight (8) days.

COMPENSATION

Compensation is exclusively addressed to you or your Assigns. Compensation is calculated:

- Based on the replacement value, less wear and tear, if the item is totally destroyed;
- Based on the cost of repairs, up to the replacement value, less wear and tear, if the item has only been partially damaged.

EXCLUSIONS

General exclusions apply. In addition, the following are excluded:

- Theft and destruction of Luggage occurring at the beneficiary's Home.
- Cash, bank notes, securities and stocks of any kind, transport documents, documents, business papers, magnetic cards, credit cards, passports and other identification documents.
- Professional equipment.
- Fragrances, perishable foods, cigarettes, cigars, wine, alcohol and spirits and, in general, beauty and food products.
- Prostheses of any kind, equipment, glasses and contact lenses, medicines, medical equipment, perishable foods, as well as any effects confiscated by customs and not returned to the insured.
- Thefts committed without burglary on any premises for residential use which do not comply with the following three conditions: closed, locked and covered.
- Theft of any kind or damage caused at campsites, unless otherwise specified in the contract, in hangars, on private leisure boats, or in caravans and trailers.
- Car radios.
- Paintings, works of art, craft objects, antiques and musical instruments.
- DVDs, CDs, video games and accessories.
- All sports equipment.
- Animals.
- Goods entrusted to third parties or which are the responsibility of Third Parties such as depositaries; however, this does not apply to luggage handed to a carrier or entrusted to a tour operator or hotel.
- Luggage stolen or destroyed whilst left unattended in a public place or on premises accessible to multiple occupants.
- Luggage visible from the outside of your vehicle.
- Theft of Luggage from vehicles not fully closed and locked.
- Destruction due to an inherent defect, normal or natural wear and tear, or damage caused by rodents, insects or vermin.
- Destruction caused by temperature or light, leaking fluids, fats, dyes, corrosives, flammable substances or explosives contained in the Insured Luggage.
- Damage from scratches, scuffs, tears and stains.
- Damage to fragile objects such as glassware, windows, porcelain, earthenware, statues, ceramics, crystal, alabaster, wax, stoneware, marble and any similar objects, unless caused by theft or attempted theft.
- Any damage committed by your staff in the performance of their duties.
- Seizure, embargo, confiscation, capture, destruction or sequester ordered by any public authority.
- Loss, oversight by the Insured.
- The absence of any risk (an event which is sudden, unforeseeable and beyond the control of the Insured).

EMERGENCY VETERINARY COSTS

PURPOSE OF COVER

In the event of an accident with your dog or cat resulting in an external injury during your Stay, we cover the emergency established veterinary costs incurred up to the maximum amount indicated in the Table of Benefits.

The cover only applies on presentation of a veterinary invoice for essential veterinary treatment for the purpose of treating an external injury that cannot wait for the Insured to return Home.

LIMITS

We cover costs incurred up to the limit set out in the Table of Benefits.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

The Insured must send us his/her request for reimbursement within five (5) working days. His/her report must be submitted along with:

- A certificate from the veterinarian indicating the circumstances of the accident, the nature of the injuries and the care provided;
- The detailed invoice for the veterinary costs containing the care and treatments administered;
- A document indicating the name of the owner of the animal (photocopy of the health booklet (livret de santé), adoption document, etc.).

After expiry of this deadline, if we suffer any prejudice due to the late declaration of the Insured, the Insured loses all right to compensation.

EXCLUSIONS

In addition to the general exclusions, the following are excluded:

- Any injury to an animal other than the dog or cat belonging to the Insured.
- Any expenses incurred and any injury that occurred outside of the Stay dates declared on the Insurance Certificate.
- Any injury directly or indirectly caused by, or in connection with, any act of terrorism, regardless of the nature of the act.
- Any injury covered elsewhere by another insurance policy that you have taken out.
- Any injury that does not occur during the Insurance Period declared and written on the insurance certificate.

REPLACEMENT VEHICLE

The cover applies if the Insured does not already benefit from assistance cover under a car insurance policy which is valid on the day of the occurrence of the Claim and likely to cover the financial consequences.

PURPOSE OF COVER

The "replacement vehicle" cover applies if the Insured is experiencing difficulties because his/her Personal Vehicle is Out of Service following a Breakdown, a major accident or theft, during the covered Stay. The cover applies only to the vehicle belonging to the insured and only in France.

We will reimburse you for the rental costs of a Vehicle (of an equivalent category) to replace the immobilised vehicle for a maximum period of three (3) consecutive days, if the Immobilisation lasts more than twenty-four (24) hours or the stolen vehicle is not found within forty-eight (48) hours, we reimburse the rental costs of a Replacement Vehicle (of equivalent category) for the vehicle which is Out of Service for a maximum period of three (3) consecutive days, and in any case only while the Personal Vehicle is Out of Service and only on the presentation of an invoice.

Conditions for making a replacement vehicle available (cumulative):

- The category of the Replacement Vehicle is of a category equivalent to the vehicle which is Out of Service;
- The Replacement Vehicle must be returned to the branch where it was made available;
- You must meet the requirements of the car rental companies.

YOUR OBLIGATIONS IN THE EVENT OF A CLAIM

In the event of a Breakdown or major accident: you must send us a claim report within five (5) working days from the day on which the claim occurred and send us a copy of the paid invoice for renting the Replacement Vehicle.

In the event of Theft or Attempted Theft: You must file a report with the competent authorities within forty-eight (48) hours from the day you become aware of the Theft or Attempted Theft and send us a copy of this report along with the paid invoice for renting the Replacement Vehicle.

After expiry of these deadlines, if we suffer any prejudice due to the late declaration of the Insured, the Insured loses all right to compensation.

EXCLUSIONS

In addition to the general exclusions, we cannot intervene or compensate you if the vehicle is Out of Service due to:

- An empty fuel reservoir or use of the incorrect fuel.
- Punctured tyres.
- Lost, forgotten, stolen or broken keys except if the key is broken in the vehicle's steering lock mechanism.
- Repeat breakdowns of the same nature caused by the non-repair of the vehicle in the month preceding the event.
- Air conditioning problems and failures.
- Bodywork damage which does not place the vehicle Out of Service, unless otherwise stipulated in the policy.
- The consequences of placing the vehicle Out of Service to carry out maintenance.
- Failures of alarm systems that are not standard features of the vehicle.

Our cover excludes reimbursements for:

- Fuel costs.
- Objects, Luggage and personal effects left in or on the vehicle.
- Customs and security costs except those that have been subject to a prior agreement with the assistance department.
- Transported goods and animals.
- Vehicle repair and towing costs, spare parts.
- All costs other than reimbursement for a Replacement Vehicle within the limits set out in the Table of Benefits.

The cover also excludes the following personal and replacement Vehicles:

- Motorbikes with engines under 125 cc.
- Electric bicycles, mopeds.
- Luggage trailers with a total authorised weight of more than 750 kg.
- Non-standard trailers and all trailers other than those intended for the transport of luggage, as well as boat trailers and vehicle transport trailers.
- Registered electric carts that can be driven without a licence.
- Vehicles intended for the transport of persons for consideration, such as ambulances, taxis, and driving school, funeral, or rental vehicles.
- Vehicles intended for the transport of goods and animals.