

## Document d'information sur le produit d'assurance

Compagnie : Solucia Protection Juridique, entreprise d'assurance de droit français régie par le Code des Assurances, SA à directoire et conseil de surveillance au capital de 9 600 000 euros, immatriculée au RCS de PARIS 481 997 708, dont le siège social est situé 111 avenue de France – CS 51519 – 75634 Paris cedex 13 (France) et soumise au contrôle de l'Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest – CS 94256 – 75436 Paris cedex 09.

## PRODUIT : ASSURANCE CAMPEZ COUVERT

Ce document d'information vous présente un résumé des principales garanties et exclusions du produit et ne prend pas en compte vos besoins et demandes spécifiques.

Une information précontractuelle et contractuelle complète sur ce produit est fournie dans les documents relatifs au contrat d'assurance.

### De quel type d'assurance s'agit-il ?

Cette assurance collective à adhésion facultative permet la prise en charge de frais restés à la charge de l'assuré lorsqu'un événement garanti survient avant ou pendant son séjour/voyage.



### Qu'est-ce qui est assuré ?

#### VOS GARANTIES SYSTEMATIQUEMENTS PREVUES :

- ✓ Frais d'annulation :
  - Annulation justifiée : jusqu'à 5 000 € par personne et 30 000 € par événement.
  - Annulation sans justification : jusqu'à 5 000 € par personne et 30 000 € par événement.
  - En cas de modification de vos dates de séjour : jusqu'à 2 000 € par personne et 10 000 € par événement
- ✓ Arrivée tardive :
  - Remboursement des jours d'hébergements non consommés au prorata temporis jusqu'à 4 000 € par location ou emplacement avec un maximum de 25 000 € par événement
- ✓ Frais d'interruption de séjour :
  - Remboursement des prestations du séjour non consommés y compris les éventuels frais de nettoyage de la location, en cas de retour prématuré jusqu'à 4 000 € par personne et avec un maximum de 25 000 € par événement.
- ✓ Véhicule de remplacement :
  - Prise en charge d'un véhicule de remplacement de catégorie équivalente au véhicule immobilisé suite à une panne, un accident matériel ou à un vol au cours du séjour dans la limite de 100 € par jour et pour une durée maximale de 3 jours consécutifs
- ✓ Frais soins vétérinaires :
  - Remboursement de 2 consultations maximum dans la limite de 250€, en cas de maladie ou blessure de votre chien ou chat au cours du séjour.
- ✓ Oubli d'un objet personnel dans la location :
  - Remboursement des frais d'envoi d'un objet personnel oublié dans la location avec un maximum de 150 € par envoi.
- ✓ Les garanties précédées d'une coche verte sont systématiquement prévues au contrat.



### Qu'est-ce qui n'est pas assuré ?

- ✗ L'annulation pour convenance personnelle
- ✗ L'annulation événements non terrestres
- ✗ Le défaut ou l'excès d'enneigement
- ✗ Les événements survenus avant la souscription du contrat d'assurance



### Y-a-t-il des exclusions à la couverture?

#### Les principales exclusions de votre contrat sont :

- ! Vous Les conséquences et/ou événements résultant de la grève, d'un attentat ou d'un acte de terrorisme.
- ! La faute intentionnelle de l'assuré.
- ! Les maladies ou accidents ayant fait l'objet d'une première constatation, d'un traitement ou d'une hospitalisation entre la réservation du voyage et la souscription du contrat.
- ! Les complications de grossesse au-delà de la 32ème semaine
- ! La défaillance de l'organisateur du séjour ou de la compagnie aérienne ou ferroviaire.

#### Principales restrictions :

- ! En dehors d'une annulation justifiée pour raison médicale, une franchise de 15 € par location, sauf mention spéciale, est appliquée pour toute annulation.
- ! Une franchise de 30% du montant des frais d'annulation est appliquée en cas d'annulation sans justificatifs
- ! Pour les garanties « arrivée tardive » et « frais d'interruption de séjour » il est fait application d'une franchise de UN jour.



## Où suis-je couvert ?

✓ Vous êtes couvert en France, Monaco, Corse et DROM



## Quelles sont mes obligations ?

### ■ A la souscription du contrat

Répondre exactement et sincèrement aux questions posées lors de la souscription à toutes les questions qui Vous sont posées, **sous peine de nullité du contrat dans l'hypothèse où l'omission ou l'inexactitude qui induit en erreur l'Assureur sur les éléments d'appréciation du risque se révèle être intentionnelle** ;  
Régler la prime d'assurance indiquée au contrat, **sous peine de voir la garantie suspendue ou le contrat résilié après l'envoi d'une mise en demeure conformément aux conditions générales** ;

### ■ En cours de contrat

Déclarer toutes circonstances nouvelles ou les modifications de circonstance qui sont de nature à entraîner une aggravation sensible et durable du risque de survenance de l'événement assuré ;

### ■ En cas de sinistre

Déclarer tout sinistre de nature à mettre en jeu l'une des garanties dans les conditions et délais impartis, tout sinistre susceptible de mettre en jeu l'une des garanties et joindre tous documents utiles à l'appréciation du sinistre,  
Informez des garanties éventuellement souscrites pour les mêmes risques en tout ou en partie auprès d'autres assureurs, ainsi que tout remboursement que l'assuré reçoit suite à sinistre,  
En cas de vol, déposer plainte auprès des autorités compétentes et fournir l'original de ce dépôt.



## Quand et comment effectuer les paiements ?

Les primes d'assurance sont payables auprès de l'assureur ou de son représentant concomitamment à la souscription.  
Les paiements peuvent être effectués par carte bancaire, chèque, mandat et virement.



## Quand commence la couverture et quand prend-elle fin ?

### Début de la couverture

La garantie « Annulation », prend effet le jour de la souscription du contrat.

La garantie « objet oublié » prend effet, le jour du départ du lieu de séjour

Toutes les autres garanties prennent effet le jour du départ en voyage

### Fin de la couverture

La garantie « Annulation » expire le jour du départ en voyage

La garantie « objet oublié » expire 10 jours après le retour au domicile de l'assuré

Toutes les autres garanties expirent le dernier jour du voyage, avec une durée maximale de 90 jours consécutifs.



## Comment puis-je résilier le contrat ?

S'agissant d'un contrat à durée déterminée, celui-ci prend fin au plus tard à la date de fin de séjour indiquée sur votre attestation d'assurance ou pour la garantie « objet oublié » 10 jours après le retour au domicile.  
Le contrat cessera automatiquement sans possibilité de renouvellement.

# GENERAL CONDITIONS INSURANCE

Contract N°ORD120533P8K1



Group insurance contract with optional individual membership taken out through  
**GRITCHEN AFFINITY, hereinafter referred to as the «broker manager»**

Simplified joint stock company with a registered share capital of 10,260 euros, listed in the Bourges Trade and Companies Register under no. 529 150 542 and having its registered office at 27 rue Charles Durand - 18000 Bourges - VAT no.: FR78529150542 - an insurance Broker with no obligation of exclusivity (list of partner insurance companies available on request) subject to supervision by the ACPR, the French Prudential Supervision and Resolution Authority, 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09, France and registered with ORIAS [the single register of Insurance Banking and Finance Intermediaries in France] in the Insurance Broker category under no. 11061317 (www.orias.fr) - Professional Civil Liability and Financial Indemnity in accordance with Articles L 512-6 and L 512-7 of the French Insurance Code - Subsidiary of GRITCHEN ASSURANCES HOLDING GROUP, a simplified joint stock company with a registered share capital of 2,312,218.80 euros.

With

**SOLUCIA - Service et protection juridique, hereinafter referred to as the «insurer»**

111 avenue de France - CS 51519 - 75634 Paris cedex 13, SA with a management board and supervisory board with capital of €9.600.000.

Registered with the Paris RCS under number 481 997 708 - Company governed by the Insurance Code and subject to the control of the ACPR located at 4, Place de Budapest CS 92459 - 75436 Paris cedex 9.

**The purpose of these General Terms & Conditions is to define the conditions under which «CAMPEZ COUVERT» cover applies.**

When insurance covers are at stake, the insured must:

- ▶ **Give Gritchen Affinity written notice** of any claim likely to result in a request for payment within ten working days (this is reduced to two working days in case of theft).

These time periods start to run when the insured becomes aware of a claim that could bring the cover into play. After this period, the insured forfeits any right to indemnity if the delay has caused a loss to the Company.

- ▶ **Advise Gritchen Affinity** of your own accord of any covers taken out with other insurers for the same risk.



For fast, up-to-the-minute handling of your cancellation, interruption, late arrival, replacement vehicle, veterinary care costs, or forgotten items

- ▶ **Go to website : [www.declare.fr](http://www.declare.fr)**

You can send your supporting documents and monitor the progress of your file.



For traditional handling of your cancellation, interruption, late arrival, replacement vehicle, veterinary care costs, or forgotten items



- ▶ **By e-mail: [sinistres@gritchen.fr](mailto:sinistres@gritchen.fr)**

ou

- ▶ **By post: Gritchen Affinity Sinistre - Campez couvert**  
27 Rue Charles Durand – CS70139  
18021 Bourges Cedex



# TABLE OF COVER

WARRANTY	AMOUNTS
 <b>CANCELLATION</b> <b>&gt; Justified cancellation</b>	In accordance with the schedule of cancellation applicable by the tour operator. Maximum 5,000€ per person and 30,000€ per event <b>No deductible for medical reasons</b> <b>Deductible for other reasons: 15€ per rental unless otherwise specified</b>
<b>&gt; Cancellation without justification</b>	In accordance with the schedule of cancellation applicable by the tour operator. Maximum 5,000€ per person and 30,000€ per event <b>Deductible: 30% of the cancellation</b>
<b>&gt; Change fees</b>	Maximum 2,000€ per person and 10,000€ per event
 <b>LATE ARRIVAL</b>	Reimbursement of unused land services on a pro rata temporis basis up to a maximum of €4,000 per rental or pitch and a maximum of €25,000 per event. <b>Deductible 1 day</b>
 <b>INTERRUPTION OF STAY</b>	Refund of unused ground services on a pro rata temporis basis, including any rental cleaning costs, in the event of early return. <b>Maximum €4,000 per rental or location and €25,000 per event</b> <b>Deductible 1 day</b>
 <b>REPLACEMENT VEHICLE</b> <i>Following a breakdown, material accident or theft during the stay.</i>	Coverage of a replacement vehicle of equivalent category to the immobilized vehicle for a maximum amount of €100 per day and a maximum of 3 consecutive days.
 <b>VETERINARY CARE</b> <i>If your participating dog or cat is ill or injured in an accident</i>	Coverage of up to 2 veterinary consultations during the stay, up to a maximum of 250€ per stay.
 <b>PERSONAL ITEMS LEFT BEHIND</b> <i>Reimbursement of shipping costs for personal items left behind in the rental property</i>	150 per file Maximum 1 item/rental

EFFECTIVE DATE	EXPIRATION OF WARRANTIES
<b>CANCELLATION: ON THE DAY OF SUBSCRIPTION TO THIS CONTRACT</b>	<b>CANCELLATION: ON THE DAY OF ARRIVAL</b>
<b>FORGOTTEN ITEMS: ON THE DAY OF DEPARTURE FROM THE PLACE OF STAY</b>	<b>FORGOTTEN ITEMS: 10 DAYS AFTER RETURN</b>
<b>OTHER GUARANTEES: ON THE DAY ARRIVAL AT THE PLACE OF STAY</b>	<b>OTHER GUARANTEES: ON THE DAY OF DEPARTURE FROM THE PLACE OF STAY</b>

## SUBSCRIPTION PERIOD

For the Cancellation Cover to be valid, this contract must be taken out at the same time as booking the holiday or before the cancellation fee scale comes into effect.  
Please note that insurance is optional and is not a condition of purchasing a holiday.

# CANCELLATION

## 1. WHAT DO WE GUARANTEE ?

We will reimburse, up to the amount of the insured trip indicated on your insurance certificate and the amounts stipulated in the «Table of cover amounts», any deposits or sums retained by the trip organizer, after deduction of a deductible indicated in the Table of cover amounts and invoiced in accordance with the organizer's general terms and conditions of sale (excluding handling fees, visa fees, insurance premiums and all taxes), **if you are obliged to cancel your trip before departure (on the outward journey) or in the event of a change of dates in the circumstances described below.**

## 2. WHEN DO WE INTERVENE?

### 2.1 JUSTIFIED CANCELLATION

We intervene when the insured booker is obliged to cancel his/her stay due to the occurrence of one of the events listed below, to the exclusion of all others, making it impossible to take part in the booked stay:

► **Serious illness (including serious illness following an epidemic or pandemic), serious bodily injury or death of :**

- ▷ yourself, your spouse or common-law partner, your ascendants or descendants (any degree), your guardian or any person usually living under your roof,
- ▷ your brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- ▷ your professional replacement designated at the time of subscription, the person designated when you took out this contract, who is responsible for looking after or accompanying your minor children on vacation, or the disabled person living under your roof, during your trip, provided that the person is hospitalized for more than 48 hours or dies.

**We also cover the consequences and after-effects of a serious bodily accident or the aggravation of a serious illness, if the accident or illness was diagnosed before you booked your trip. In this case, it is up to you to establish that the consequences, after-effects or aggravation occurred after your reservation.**

► **Death of your uncle, aunt, nephews and nieces.**

► **boarding at the airport, train station, bus station or port of departure following a temperature check organized by the health authorities of the country of departure or the transportation company with which you are traveling.** (Proof from the airline that denied boarding, or from the health authorities in the country of departure, must be sent to us; in the absence of this proof, no compensation will be possible).

► **Absence of vaccination against Covid 19**

When, at the time of taking out the present , the country of did not require vaccination against Covid 19 for entry into its territory, but at the time of your departure it does:

- ▷ and you are no longer within the required timeframe for this travel vaccination,
- ▷ or you are unable to vaccinate because of a medical contraindication to vaccination.

► **Pregnancy complications up to 32nd week:**

- ▷ And which result in the absolute cessation all professional or other activity or,
- ▷ If the nature of the trip is incompatible with your pregnancy, provided you were not aware of your condition at the time of booking.

Vaccination contraindication, post- vaccination or medical impossibility to follow a preventive treatment, necessary for the destination chosen for your stay.

► **Impossibility of benefiting, at the place of the insured trip**, during the period of the trip, from dialysis treatment essential to the maintenance of your state of health, provided that you can justify this request to the competent local center before registering for the trip.

**It is your responsibility to establish the reality of the situation giving rise to entitlement to our benefits. We therefore reserve the right to refuse your claim, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

► **Redundancy of yourself**, your spouse or de facto partner, provided that the redundancy procedure had not been initiated at the time of taking out the present contract or that you were unaware of the procedure at the time of taking out the contract.

► **Summons to appear before a court of law, only in the following cases:**

- ▷ Jury or witness at Assises,
- ▷ Appointment expert, provided you are summoned on a date that coincides with the period of your stay.

► **Summons to adopt a child, provided that the date of the summons coincides** with the period of stay and that the summons was not known at the time the Contract was taken out.

► **Invitation to a make-up exam in the context of higher education** only following a failure not known at the time of booking or taking out the policy, and provided the exam takes place during the insured stay.

► **Convocation for an organ transplant of yourself**, your spouse or of one of your ascendants or descendants to the 1st degree.

► **Theft or serious damage to your caravan or motorhome**, essential for the stay booked, not known at the time of taking out the insurance contract and making your initially planned stay impossible.

► **Serious fire, explosion, water damage or damage caused by the forces of nature to your business or private premises**, requiring your presence to take the necessary precautionary measures.

► **Theft from your business or private premises requiring your presence on the day of departure**, it occurred within the 48 hours prior to the start of your stay.

► **Serious damage to your vehicle occurring in the 96 working hours** preceding the 1st day of your stay, and provided that the vehicle is immobilized and cannot be used to get to your destination.

► **Inability to reach your holiday destination by road, rail, air or sea on the start date of your holiday due to :**

- ▷ Dams decreed by the State or a local authority,
- ▷ Floods or natural events preventing traffic flow, certified by competent authority,
- ▷ Traffic accident on the way to your intended place of stay, where the damage causes the vehicle to be immobilized, as substantiated by an expert's report.

► **Obtaining salaried employment for a period of more than 6 months** taking effect before or during the planned dates of your stay, you were registered as a job seeker with Employment agency on the day you registered for your stay (proof of affiliation will be requested) and provided that this is not a case of contract extension or renewal, or an assignment provided by a temporary employment agency.

► **Your divorce or break-up of a civil partnership** provided that the proceedings been brought before the courts after the holiday has been booked and on presentation of an official document.

**Deductible of 25% of the claim amount with a minimum of 15 euros**

► **Theft of identity card, driver's license or passport** within 5 working days prior to your departure, preventing you from fulfilling your obligations in the event of a check by the competent authorities to get you to the place of your stay.

**Deductible of 25% of the amount of the claim with a minimum of 15 euros**

► **Cancellation or modification of the dates of your paid vacations** or those of your de facto or de jure spouse, imposed by your employer for legitimate reasons or exceptional circumstances and officially agreed by the latter in writing prior to registration for the holiday; this document issued by the employer will be required. This cover does not apply to company directors, the self-employed, craftsmen and entertainers. This guarantee also does not apply in the event of a change of employment.

**Deductible of 25% of the claim amount with a minimum of 15 euros**

► **Professional transfer requiring a move, imposed by your superiors**, which has not been requested by you and provided that the transfer was not known at the time the Contract was taken out. This cover is granted to salaried employees, excluding members of a liberal profession, managers, legal representatives of a company, self-employed workers, craftsmen and entertainers.

**Deductible of 25% of the claim amount with a minimum of 15 euros**

► **Refusal of a visa by the authorities of the destination country**, provided that no application has previously been refused by these authorities for the same country. Proof from the embassy will be required.

► **Illness requiring psychological or psychotherapeutic treatment**, including nervous breakdown, of yourself, your spouse or your direct descendants, requiring hospitalization of at least 3 days at the time of cancellation of the stay.

► **Cancellation by one or more accompanying persons (maximum 9 persons)** booked at the same time as you and insured under the same contract, when the cancellation is due to one of the causes listed above. If the insured participants wish to take part in the trip without the person(s) cancelling their trip for a guaranteed reason, we will reimburse the pro rata share of the trip between the number of people initially planned and the actual number of people.

## WHAT WE EXCLUDE

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

In addition to exclusions «WHAT ARE THE GENERAL EXCLUSIONS TO FROM OUR GUARANTEES», the following are also excluded:

- *An event, illness or accident that is first diagnosed, relapses, worsens or results in hospitalization between the date purchase of the stay and the date the insurance contract is taken out,*
- *Any circumstance detrimental to simple enjoyment,*
- *Pregnancy and, in all cases, voluntary interruption of pregnancy, childbirth, in vitro fertilization and its consequences, as well as complications due to pregnancy beyond the 32nd week,*
- *Forgetting to vaccinate,*
- *Default of any kind, including financial default, on the part of the carrier, making it impossible to obligations,*
- *Too little or too much snow,*
- *Any medical event of a psychological or psychiatric nature that has resulted in hospitalization for more than three months. 3 consecutive days after subscription to this Contract,*
- *Pollution, the local health situation, natural disasters covered by the procedure set out in law no. 82.600 of July 13, 1982 and their consequences, meteorological or climatic events,*



- ▶ *The consequences criminal proceedings against you,*
  - ▶ *Any event other than those covered, occurring between the date of subscription to the insurance contract and the departure date your stay.*
  - ▶ *Any event occurring between the date of subscription to the holiday and the date of subscription to the insurance contract.*
  - ▶ *The absence hazards,*
  - ▶ *An intentional and/or legally reprehensible act, the consequences of alcoholic states and the consumption of drugs, any stupefying substance mentioned in the Public Health Code, medicines and treatments not prescribed by a doctor,*
  - ▶ *Simply because the geographical destination of the trip is not recommended by the Ministry Foreign Affairs of the insured's country,*
  - ▶ *An act of negligence on your part,*
  - ▶ *Any event for which the organizer of the stay may be responsible or liable in application of the Tourism Code in force,*
- Non-presentation, for reason whatsoever, of documents essential to the stay, such as passport, driver's license, identity card, visa, travel tickets, vaccination booklet, except in the case theft, within 48 hours prior to departure.*

## 2.2 CANCELLATION WITHOUT JUSTIFICATION

We intervene when the insured booker is obliged to cancel his/her stay, without having provide proof of the cause of the cancellation. However, you will always be asked for the reason for your cancellation.

### WHAT WE EXCLUDE

*Under the «Cancellation without justification» guarantee, stays whose execution is rendered impossible as a result of :*

- ▶ *Default of any kind, including financial default, by the campsite.*
- ▶ *Cancellation by the campsite of all or part of the services provided during the stay*

## 2.3 MODIFICATION FEES

If you are obliged to change the dates of your stay instead of cancelling it, we will cover the costs you incur for this change of dates.

In this case, we will reimburse you for any costs incurred as a result of the postponement of the dates of the guaranteed stay provided for in the contractual terms and conditions sale of the tour operator. In all cases, the amount of this compensation **may not exceed the amount of the cancellation fees payable** on the date of event causing the change, up to the maximum indicated in the table of cover amounts.

Cancellation with justification, Cancellation without justification and Change fees cannot be combined.

## 3. HOW MUCH DO WE INVEST?

We cover the cost of cancellation costs incurred on the day of the event that may trigger the guarantee or in the event of a change to your holiday dates, for the amount of the contractually agreed change fees, in accordance with the holiday organizers **General Terms and Conditions of Sale**, with Insurance premiums, booking fees, visa and taxes due for the stay are never refundable.

**In all cases, compensation may not exceed the amount of the insured stay shown on insurance certificate.**

**Insurance premiums, booking fees, visa and taxes due for the stay are never refundable.**

## 4. IN WHICH DEADLINE MUST YOU REPORT THE CLAIM?

### 1/ Medical reasons :

You must declare your claim as soon as it is established and certified by a competent medical authority that the seriousness of your state of health is such as to contraindicate your stay.

If you cancel after the cancellation date, our refund will be limited to the cancellation fees applicable at the date of the cancellation (calculated according to the tour organizer's scale). For any other reason for cancellation: you must declare your claim as soon as you become aware of the event that may give rise to coverage. If your holiday is cancelled after this date, our reimbursement will be limited to the cancellation fees applicable on the date of the event (calculated according to the holiday organizer's scale).

### 2/ Secondly,

if the claim has not been reported directly to us by the travel agency or organizer, you must notify us within 10 working days of the event giving rise to the claim.

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

**In the event of cancellation (including without justification), you will be systematically asked to :**

- ▷ reason for cancelling or changing the dates of your stay
- ▷ The original paid invoice for the stay,
- ▷ The original invoice from the campsite for the costs you will have to pay if you cancel or change the dates of your stay,
- ▷ Where applicable, proof of relationship to the Insured,
- ▷ A bank details form.

**In the event of a justified cancellation, your declaration must be accompanied by :**

- ▷ In the event of illness or accident, a medical certificate specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- ▷ In the event of death, a death certificate and civil status form,
- ▷ In all other cases, proof of purchase.

**You must provide us with the documents and medical information we need to process your claim, using the pre-printed envelope bearing the name of the medical advisor that we will send you on receipt of the claim form, together with the medical questionnaire to be completed by your doctor. If you do not have these documents or information, you must obtain them from your doctor and send them to us using the pre-printed envelope mentioned above.**

**You must also send us from these additional documents in a pre-printed envelope bearing the name of the medical advisor, any information or documents you may be asked to provide in order to justify the reason your cancellation, and in particular :**

- ▷ All photocopies of prescriptions prescribing medicines, tests or examinations, as well as any documents proving that they have been dispensed or carried out, and in particular sickness slips containing, for prescribed medicines, copies of the corresponding stickers,
- ▷ Statements from the French social security system or any other similar organization, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ▷ The original receipted invoice for the debit that you are required to pay to the organizer of the stay or that the organizer retains,
- ▷ Your insurance contract number,
- ▷ The registration form issued by the travel agency or organizer,
- ▷ In the event of an accident, you must specify the causes and circumstances, and provide us with the names and addresses of those responsible, as well as any witnesses.

- ▷ In the event of denied boarding: a receipt issued by the airline that denied boarding, or by the authorities (without this proof, no compensation will be possible).
- ▷ And any other necessary documents.

*In addition, it is expressly agreed that you accept in advance the principle of an examination by our medical advisor. Should you object to this without a legitimate reason, you will lose your right to coverage under Cancellation for Cause.*

## LATE ARRIVAL

### 1. WHAT DO WE GUARANTEE?

We guarantee to reimburse you on a prorata temporis basis for the unused period following late possession of more than 24 hours of the pitch or accommodation for the insured stay, as a result of one of the events listed in the Cancellation guarantee.

**Guarantee cannot be combined with cancellation guarantee.**

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

You must send us all documents necessary to build up the file and thus prove the validity and amount of the claim.

In all cases, you will be systematically asked to provide original detailed invoices from the organizer showing land and transport services.

**In the event of a medical reason, we will not be able to settle the claim unless the medical information required for the investigation has been communicated to our medical advisor.**

## INTERRUPTION OF STAY

### 1. WHAT DO WE GUARANTEE?

If you have to interrupt the stay covered by this policy, we undertake to reimburse you for any unused 'outdoor accommodation services' (excluding administrative fees, insurance premiums and all taxes) as well as any cleaning costs for the rental property, for which you cannot claim reimbursement from the service provider, replacement or compensation in the event that you are obliged to leave and return the pitch or accommodation covered by the insured holiday as a result of

► **Serious illness, serious bodily injury or death of yourself**, your legal or de facto spouse, your ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, your legal guardian or a person usually living under your roof, the person accompanying you during your stay named and insured under this contract.

► **Serious illness, serious accident or death** of your professional replacement named at the time of subscription, of the person responsible during your stay for looking after your minor children, or of a disabled person for whom you are the legal guardian living under the same roof as yourself.

► **Serious damage caused by fire, theft, explosion, water damage or natural forces** to your business or private premises, requiring your presence to take the necessary protective measures.

## 2. WHAT WE EXCLUDE

*In addition to the exclusions listed under «In accordance with the «What are the general exclusions applicable to all our guarantees?» :*

- *a treatment esthetics, a cure, a voluntary termination of pregnancy, an in vitro fertilization and its consequences ;*
- *psychological or mental illness with hospitalization of less than 3 days ;*
- *outpatient depression of less than 3 days ;*
- *epidemics or pandemics.*

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

You must send us all documents necessary to build up the file and thus prove the validity and amount of the claim. In all cases, you will be systematically asked to provide the originals of the tour operator's detailed invoices showing the land and transport services provided.

**In the event of a medical reason, we will not be able to settle the claim unless the medical information required for the investigation is communicated to our medical advisor.**

## REPLACEMENT VEHICLE

**Replacement vehicle» cover applies if your vehicle is immobilized as a result of a breakdown, material accident or theft during your insured trip.**

If the vehicle is immobilized for more than 24 hours, or if repairs take longer than 8 hours, or if the stolen vehicle is not found within 48 hours, we will reimburse you for the cost of renting a replacement vehicle of equivalent category to the immobilized vehicle, to the amount indicated in the Table of Coverage, for a maximum of 3 consecutive days, and in all cases only for the duration of the immobilization.

## WHAT WE EXCLUDE

*In addition to the exclusions listed under Under the terms of the «General exclusions applicable to all our coverages» section, we cannot pay compensation if the immobilization is the result of :*

- *dry breakdowns and misfuelling ;*

- ▶ a puncture ;
- ▶ lost, forgotten, stolen or broken keys, with the exception of keys broken in the vehicle's steering lock ;
- ▶ repeated breakdowns of the same nature caused by failure to repair the vehicle ;
- ▶ air conditioning problems and breakdowns ;
- ▶ bodywork damage that does not result in the being immobilized, unless otherwise stipulated in the contract ;
- ▶ the consequences of the vehicle being immobilized for maintenance ;
- ▶ failure of non-series alarm.

**Our guarantee excludes reimbursements:**

- ▶ fuel costs ;
- ▶ objects and personal effects left in or on the vehicle;
- ▶ customs and storage fees ;
- ▶ goods and animals transported ;
- ▶ vehicle repair and towing costs, spare parts;
- ▶ all costs other than the cost of a replacement vehicle.

**Our warranty excludes the immobilization of the following vehicles from the Replacement Vehicle warranty:**

- ▶ motorcycles under 125 cm<sup>3</sup> ;
- ▶ mopeds ;
- ▶ luggage trailers with a gross vehicle weight exceeding 750 kg;
- ▶ Non-standard trailers and all trailers other than those intended for transporting luggage, as well as boat trailers and vehicle transport trailers;
- ▶ registered cars driven without a license;
- ▶ vehicles intended for the transport of persons for payment, such as driving schools, ambulances, cabs, funeral vehicles, rental vehicles, etc;
- ▶ vehicles for transporting goods and animals.

## VETERINARY CARE EXPENSES

If your dog or cat participating in the insured trip is ill or suffers injuries as a result of an accident during the trip, requiring a veterinary consultation, we will reimburse you **up to 250 € per event**, up to a maximum of 2 consultations per trip.

## PERSONAL ITEMS LEFT BEHIND

### 1. WHAT DO WE GUARANTEE?

Upon presentation of the original invoice for the shipment of the forgotten personal item, we will reimburse you for the cost of shipping the item from the rental location to your Home, up to the limit shown in the Table of Coverage.



The guarantee applies to a single forgotten object per rental, it being specified said forgotten object must comply with the following weight and dimensions:

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

**Under no circumstances shall the Insurer be held liable:**

- ▷ **delays attributable to the transport organizations used to deliver the forgotten object.**
- ▷ **breakage, loss, damage or theft of the item left behind in transit;**
- ▷ **consequences resulting from the nature of the forgotten object;**
- ▷ **refusal authorize shipment of the forgotten item by national or international customs authorities.**

## 2. WHAT WE EXCLUDE

*In addition to the general exclusions listed under «WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THIS CONTRACT?» excluded :*

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

## 3. HOW MUCH DO WE INVEST?

We will cover the cost of sending the forgotten item, up to the maximum amount indicated in the **Table of Cover Amounts**.

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

Once you have contacted your host, found the forgotten item and had it sent to us, you must send us your declaration within 10 working days of sending it, except in cases of force majeure.

Your declaration must be accompanied by :

- ▷ your contract number
- ▷ a copy of the rental contract,
- ▷ and the original invoice for shipping costs issued by the shipping company used to deliver the forgotten item.

### GENERAL PROVISIONS

Like all insurance contracts, it involves reciprocal rights and obligations. It is governed by the French Insurance Code. These rights and obligations are set out in the following pages. This contract is a group property and casualty insurance policy underwritten by Gritchen Affinity with **SOLUCIA SERVICE ET PROTECTION JURIDIQUES** and whose membership is optional.

#### APPENDIX ARTICLE A. 112-1

Information document for exercising the right of renunciation provided for article L. 112-10 of the French Insurance Code (Code des assurances).

*You have the right to cancel this contract within thirty calendar days of signing it, without incurring any costs or penalties. However, if you are offered one or more insurance premiums, such that you do not have to pay a premium for one or more months at the start of the contract, this period only begins from the date of payment of all or part of the first premium.*

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

- 1° You have taken out this contract for non-professional purposes;*
- 2° This contract is in addition to the purchase of a good or service sold by a supplier;*
- 3° The contract you wish to withdraw from has not been fully performed;*
- 4° You have not reported any claims covered by this contract.*

*In this situation, you may exercise your right to cancel this contract by letter or any other durable medium addressed to the insurer of the new contract, accompanied by a document proving that you already have cover for one of the risks covered by the new contract. The insurer is required to refund the premium paid within thirty days of your cancellation.*

*If you wish to cancel your contract but do not meet all of the above conditions, please check the cancellation terms and conditions set out in your contract.*

#### Additional information:

The waiver letter, a model of which is provided below for the exercise of this right, must be sent by letter or any other durable medium to Gritchen Affinity - 27, rue Charles Durand - CS70139 - 18021 Bourges :

«I, the undersigned M.....residing.....renounce to my policy No.....underwritten by **SOLUCIA SERVICE AND LEGAL PROTECTION** in accordance with article L 112-10 of the French Insurance Code. I hereby certify that, at the date of dispatch of this letter, I am not aware of any claim involving any of the guarantees in the policy. »

#### Consequences of renunciation :

If you exercise your right to cancel within the time limit specified in the box above, your policy will be cancelled from the date of receipt of the letter or other durable medium. As soon as you become aware a claim under the policy, you can no longer exercise your right to cancel. In the event of waiver, the Insurer is obliged to reimburse, where applicable, the amount of the premium paid by the Insured within thirty days of the date of exercise of the right of renunciation. However, the full amount of the premium or contribution remains payable to the insurance company if you exercise your right of waiver while a claim involving the contract's coverage of which you were unaware has occurred during waiver period.

## PROVISIONS COMMON TO ALL GUARANTEES

### DEFINITIONS AND SCOPE OF APPLICATION

#### We, the Insurer

SOLUCIA Service et Protection Juridiques - 111 avenue de France - CS 51519 - 75634 Paris Cedex 13, SA à directoire et conseil de surveillance au capital de 9 600 000€ - Immatriculée au RCS de Paris sous le n° 481 997 708.

#### Serious bodily injury

Sudden deterioration in health resulting from the sudden action an external, unintentional cause on the part of the victim, as determined by a competent medical authority, leading to the issue of a prescription for medication for the patient and involving the cessation of all professional or other activity.

#### Attack

Any act of violence, constituting a criminal or illegal attack against persons and/or property in the country in which you are staying, aimed at seriously disturbing public order through intimidation and terror and which is covered by the media. This «attack» will have to be registered by the French Ministry of Foreign Affairs or the Ministry of the Interior. If several attacks take place on the same day, in the same country, and if the authorities consider them to be a single coordinated action, they will be considered as a single event.

#### Insured

Individuals or groups duly insured under this contract and hereinafter referred to as «you». These people must be domiciled in France, the French overseas departments and territories (DOM- ROM, COM, collectivités sui generis) or in Europe.

#### Natural disasters

Abnormal intensity of a natural agent not caused by human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural disaster, caused by the abnormal intensity of a natural agent, and recognized as such by the public authorities.

#### COM

COM refers to the French Overseas Collectivities: French Polynesia, Saint-Pierre-et-Miquelon, Wallis and Futuna, Saint Martin and Saint Barthélemy.

#### Guaranteed stay or insured stay

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days.

#### Home

For insurance cover, domicile is considered to be the principal and habitual place of residence in France, the French overseas departments and territories (DOM-ROM COM) and sui generis collectivities, or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

#### DOM-ROM, COM and sui generis communities

Guadeloupe, Martinique, French Guiana, Réunion, Polynésie Française, Saint Pierre et Miquelon, Wallis et Futuna, Mayotte, Saint-Martin, Saint Barthelemy, New Caledonia.

#### DROM

DROM refers to the French Overseas Departments and Regions: Guadeloupe, Martinique, French Guiana, Réunion and Mayotte.

## Epidemic

Abnormally high incidence of a disease during a given period and in a given region.

## Europe

Europe includes the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hungary, Greece, Ireland, Italy, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland and United Kingdom.

## Events covered by insurance

- ▶ **Cancellation justified, Cancellation and Change Fees**
- ▶ **Late arrival**
- ▶ **Interruption of stay**
- ▶ **Replacement vehicle**
- ▶ **Veterinary care**
- ▶ **Forgotten object**

## Franchise

The portion of the loss payable by Insured under the contract in event of compensation following a loss. The deductible may be expressed as an amount, a percentage or a day.

## Serious illness

Sudden and unforeseeable deterioration in health certified by a competent medical authority, leading to the issue of a prescription for treatment for the patient and involving the cessation of all professional or other activity.

## Maximum per event

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

## We take care of

We finance the service.

## Nullity

Any fraud, falsification, misrepresentation or false testimony likely to affect the guarantees provided for in the agreement shall render our commitments null and void and forfeit the rights provided for in the said agreement.

## Pandemic

Epidemic that develops over a vast territory crossing borders and qualified as a pandemic by the World Health Organization (WHO) and/or by the competent local public authorities of the country where the disaster occurred.

## Claims

A random event that triggers coverage under this policy.

## Territoriality

France, Monaco, Corsica and DROM.

## WHAT IS THE GEOGRAPHICAL COVERAGE OF THE CONTRACT?

The guarantees and/or benefits subscribed to under the present contract apply in France, Monaco, Corsica and the French overseas departments and territories.

## WHAT IS THE DURATION OF THE CONTRACT?

**The period of validity corresponds to the duration of the services sold by the holiday organizer. In no case may the duration of the guarantee exceed 3 months from the date of departure.**

- ▶ Cancellation cover takes effect the day you take out the insurance policy and expires on the day you leave for your holiday.
- ▶ The period of validity of the other guarantees corresponds to the dates of the stay indicated on the invoice issued by the organizer of the stay, with a maximum duration of 90 consecutive days.
- ▶ The «Forgotten personal object in the rental property» cover takes effect on the day of departure from the place of stay and expires 10 days after the Insured's return.

*In the case of a fixed-term contract, the contract is terminated on the expiry date specified in the above-mentioned insurance contract and in the insurance certificate provided when the CAMPEZ Couvert insurance was taken out.*

## WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE ALL OUR GUARANTEES?

***The following are not covered:***

- ▶ ***Hotel and restaurant expenses,***
- ▶ ***Convictions and their consequences,***
- ▶ ***Customs fees,***
- ▶ ***Expenses incurred after the return of the stay or the expiry of the guarantee.***

***We do not intervene when the request for the implementation of the guarantees follows or is the consequence of :***

- ▶ ***Use of narcotics or drugs not prescribed by a physician,***
- ▶ ***The state of alcoholic impregnation,***
- ▶ ***Damage intentionally caused by the Insured or resulting from his/her participation in a crime, misdemeanor or brawl, except in the case of legitimate self-defense,***
- ▶ ***Participation as a competitor in a competitive sport or rally leading to a national or international ranking organized by a sports federation.***
- ▶ ***for which a license has been issued, as well as training for these competitions,***
- ▶ ***Professional practice of any sport,***
- ▶ ***Participation in endurance or speed competitions or events, and in their preparatory trials, aboard any land, water or air vehicle,***
- ▶ ***The consequences of non-compliance with recognized safety rules associated with the practice of any leisure sporting activity,***
- ▶ ***Accidents resulting from your participation, even as an amateur, in the following sports: motor sports (regardless of motor vehicle used), aerial sports, mountain climbing, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional ranking,***
- ▶ ***Deliberate non-compliance with the regulations of the country visited or the practice of activities not authorized by local authorities,***
- ▶ ***Official bans, seizures or coercion by public authorities,***
- ▶ ***How to use by the equipment Insured air navigation,***
- ▶ ***The use of weapons of war, explosives and firearms,***



- ▶ **Damage resulting from the Insured's wilful misconduct or gross negligence, in accordance with article L.113-1 of the French Insurance Code,**
- ▶ **Suicide and attempted suicide,**
- ▶ **Epidemics and pandemics, unless otherwise stipulated in the coverage, pollution and natural disasters,**
- ▶ **Civil or foreign war, riots, strikes, civil commotion, acts of terrorism, hostage-taking,**
- ▶ **The disintegration of the atomic nucleus or any irradiation from a radioactive energy source,**
- ▶ **The absence hazards,**
- ▶ **The occurrence of one of the events before the insurance contract is taken out.**

## REPAYMENT CONDITIONS

Reimbursements to the Insured may only be made by us on presentation of original receipted invoices for expenses incurred and covered under the terms of the present contract.

Requests for reimbursement must be made on the website: **www.declare.fr** or sent by e-mail to : **sinistres@gritchen.fr** or by post to :

**GRITCHEN AFFINITY**  
**Claim - Campez couvert**  
**27 Rue Charles Durand**  
**CS70139 18021 Bourges Cedex**

## CLAIMS HANDLING

A claim is a statement of a customer's dissatisfaction with a professional. If the complaint concerns the handling of your claim by our services, you can submit it by writing to :

**GRITCHEN AFFINITY**  
**Service réclamations**  
**27 rue Charles Durand**  
**18000 BOURGES**

or sent by e-mail to : **reclamations@gritchen.fr**

The relevant departments will acknowledge receipt of your complaint within 10 working days of the date of dispatch and will investigate your complaint in order to resolve your dissatisfaction.

Every effort will be made to provide You with a response within 10 working days of the sending of your written complaint; if this period is extended, You will be kept informed of the progress of the processing of the complaint within the same period, but the time taken to process the complaint may not exceed two months from the sending of your written complaint.

If You are not satisfied with the response to Your claim, You may appeal to the Médiation de l'assurance :

- ▶ Electronically : **<http://www.mediation-assurance.org>**
- ▶ by post :

**La Médiation de l'Assurance LMA**  
**TSA 50110**  
**75441 Paris cedex 09**

A free dispute resolution procedure will then be set up between You and Us with the aim of finding an amicable solution.

The Mediation officer is an independent authority outside the insurance company, who examines and gives an opinion on the settlement of disputes relating to the insurance contract.

The Mediation officer may be contacted if our company's internal procedures for handling complaints have been exhausted, or if we have failed to respond within two months of sending an initial written complaint.

Pursuant to Article 2238 of the French Civil Code, recourse to mediation suspends the limitation period for actions.

Suspension has the effect of temporarily halting the running of the limitation period, but not cancel the period that has already run (article 2230 of the French Civil Code). The limitation period does not start running again, for a minimum period of six months, until the date on which the mediation procedure is declared complete.

Should this approach fail, you naturally retain all your rights to take legal action. Any dispute relating to the application of this contract shall be subject to the exclusive jurisdiction of the French courts.

## SUBROGATION

In accordance with the provisions of article L121-12 of the French Insurance Code, we are subrogated to your rights and actions against any third party responsible for the claim, up to the amount of the indemnity we have paid.

If subrogation can no longer be exercised in our favor due to your fault, we are released from our liability to you to the extent that subrogation could have been exercised.

We may waive the right to exercise recourse, but if the liable party is insured, we may, despite such waiver, exercise recourse against the Insurer of the liable party, up to the limit of such insurance, unless otherwise stipulated in the Declarations.

## PRESCRIPTION

In application of article L 114-1 of the French Insurance Code, any action arising from the present is time-barred two years after the event giving rise to it. This period is extended to ten years for death benefits, with actions by beneficiaries being time-barred no later than thirty years from the event giving rise to the claim.

However, this period does not run :

- ▶ in the event of concealment, omission, false or inaccurate statement concerning the risk, from the day the Insurer becomes aware of it;
- ▶ in the event of a claim, only from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, this limitation period runs only from the day on which the third party took legal action against the Insured or was compensated by the Insured.

In accordance with article L 114-2 of the French Insurance Code, this limitation period may be interrupted by one of the following ordinary causes of interruption:

- ▶ recognition by the debtor of the right of the person against whom he was prescribing (article 2240 of the Civil Code);
- ▶ a legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before an incompetent court, or if the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (article 2243 of the Civil Code);
- ▶ a precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act forced execution (article 2244 of the Civil Code).

### **Please note that :**

The interpellation made to one of the joint and several debtors by a legal demand or by an act of forced execution, or the recognition by the debtor of the right of the person against whom he was prescribing, interrupts the prescription period against all the others, even against their heirs.

On the other hand, the interpellation of one of the heirs of a joint and several debtor, or the acknowledgement of this heir, does not interrupt the limitation period with regard to the other co- heirs, even in the case of a mortgage claim, if the obligation is divisible. This interpellation or acknowledgement only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for the whole, with regard to the other co-debtors, a summons must be made to all the heirs of the deceased debtor, or the recognition of all these heirs (article 2245 of the Civil Code).

The interpellation or acknowledgement of the principal debtor interrupts the prescription period against the guarantor (article 2246 of the French Civil Code).

The limitation period may also be interrupted by :

- ▶ Appointing an expert following a claim ;
- ▶ Sending a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured in the case of an action for payment of the premium, and addressed by the Insured to the Insurer in the case of settlement of the claim).

## PREMIUM PAYMENT

In the event of non-payment of your insurance premium, we apply the provisions article L.113-3 of the French Insurance Code: within ten days of the premium due date, and independently of our right to take legal action to enforce the present contract, we will send you a letter of formal notice to your last known address. If we receive no reply to this letter within thirty days, we will suspend cover under your policy. If you do not pay your contributions within ten days of the suspension of cover, your contract will be terminated automatically.

## FALSE DECLARATIONS

When they change the object of the risk or diminish our opinion of it:

- ▶ Any reticence or Any concealment or intentional misrepresentation on your part will render the contract null and void. Any premiums paid shall be retained by us, and we shall be entitled to demand payment of premiums due, as provided for article L 113.8 of the French Insurance Code.
- ▶ Any omission or misrepresentation on your part, where bad faith is not established, will result in the cancellation of the contract 10 days after the notification sent to you by registered letter and/or the application of the reduction of indemnities provided for in article L 113.9 of the French Insurance Code.

## SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and settlement of benefits shall be submitted by the most diligent party, failing amicable resolution, to the competent jurisdiction of the Insured's domicile in accordance with the provisions of article R 114-1 of the French Insurance Code.

## CONTROL AUTHORITY

The supervisory authority for SOLUCIA SERVICE ET PROTECTION JURIDIQUES is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) - 4, place de Budapest - CS 92 459 - 75 436 Paris Cedex 9 - France.

## PERSONAL DATA

The data collected by SOLUCIA Service et Protection Juridiques, the Data Controller, is mandatory as it is necessary for the assessment, processing and execution of the contract subscribed to, the processing of claims, mediation and litigation, the preparation of sales statistics and technical studies as well as the fulfilment of our legal, regulatory and administrative obligations.

The treatments listed below are based on at least one of the following :

- The execution of a contract to which You are a party or the execution of pre- contractual measures taken at Your request;

- Compliance a legal obligation to which SOLUCIA SERVICE AND PROTECTION JURIDIQUES is submitted;
- The legitimate interest pursued by the data controller, in particular the fight against fraud;
- Where the processing is not based on any of the elements defined above, you will be asked for specific consent to the processing.

This data is processed by SOLUCIA SERVICE ET PROTECTION JURIDIQUES and its staff in charge of the processing concerned. It may also be transmitted for these purposes only to insurers, reinsurers, insurance intermediaries, management delegates, lawyers, experts, court officers, ministerial officers, curators, guardians, investigators and health professionals, authorized professional bodies as well as to our service providers, Tracfin for the fight against money laundering and the financing of terrorism, the mediator and the authorities legally authorized to process your claims.

Your data is kept in compliance with our legal and regulatory obligations. SOLUCIA SERVICE AND PROTECTION JURIDIQUES and partners undertake to take the appropriate technical and organizational measures to guarantee a level of security and confidentiality appropriate to the risk presented by the processing of your data, and to notify the CNIL and inform you in the event of a breach of your data within the limits and conditions of Articles 33 and 34 of the RGPD.

For contract and claims management, visit SOLUCIA SERVICE AND PROTECTION JURIDIQUES may be required to process sensitive data, notably relating to the health of individuals. Such data is processed in compliance with medical or professional secrecy, by implementing technical and organizational security measures adapted to the sensitivity of the data. Specific and explicit consent will be requested for the collection and processing of personal data for these specific purposes.

If you have given your consent, we may transmit your data to our partners to receive their commercial proposals. Your personal data will be kept for the duration of your contract, for follow-up purposes, for the performance of services rendered and for the processing of complaints. Once your contract has been terminated, your personal data will be kept for a period that cannot exceed the legal of limitations. A list of our partners is available on request from our Data Protection Officer.

For these purposes, your data is processed by us and by our service providers within the European Union. It may, however, be transferred outside the European Union. These transfers are governed by data protection and security rules which can be sent to you on request by our Data Protection Officer.

In order to measure and improve our quality of service, your exchanges of letters, faxes, e-mails and telephone conversations with our company may be analyzed and recorded and may be subject to computer processing for which your data may only be communicated to SOLUCIA SERVICE ET PROTECTION JURIDIQUES and will be kept for 6 months for this purpose.

In accordance with the French Data Protection Act no. 78-17 of January 6, 1978, as amended by Act no. 2004-801 of August 6, 2004, Law no. 2018-493 of June 20, 2018 on the protection of personal data (LPD) and Regulation (EU) 2016/679 (General Data Protection Regulation) of April 27, 2016 on the protection of individuals with regard to the processing of personal data (GDPR).

You have the right to access, rectify, delete (data that is inaccurate, incomplete, equivocal, out of date or whose processing would be unlawful), limit processing (in cases provided for by law), object on legitimate grounds, , delete your personal data. You have the right to the portability of your data (in the cases provided for by law) as well as the right to define directives relating to conservation, deletion and communication of this data after your death. Finally, you have the right to object to commercial prospecting at any time and free of charge. To exercise these rights, please send us a letter or an e-mail to :

**SOLUCIA SERVICE ET PROTECTION JURIDIQUES**  
**Data Protection Officer 111 avenue de France**  
**CS 51519 - 75634 Paris cedex 13**

You also have the right to register, free of charge, on the anti-solicitation list managed by Wordline. For more information, visit [In addition](#), to meet its legal obligations, our company has set up a monitoring system to combat fraud, money laundering and the financing of terrorism, and to apply financial sanctions. In accordance with the provisions of article L561-45 of the French Monetary and Financial Code, data processed in the context of the fight against money laundering and the financing of terrorism are kept for a period of 5 years. However, if your request concerns the processing data for the purpose of identifying persons subject to an asset freeze or financial sanction, in accordance with the French Data Protection Act no. 78-17 of January 6, 1978, as amended, you may exercise your right of access by sending a letter together with a copy of both sides of your identity card to our above-mentioned address.

You have the right to lodge a complaint with the CNIL on its website: [or by post at the following address: Commission Nationale Informatique et Libertés - TSA 80715 - 3 Place de Fontenoy- 75334 PARIS cedex 07](#), if you consider that the processing of your personal data constitutes a breach of the law of the regulations relating to the protection of personal data..

## **ANTI-MONEY LAUNDERING AND TERRORIST FINANCING**

Pursuant to provisions of article L.561-9 of the French Monetary and Financial Code (CMF), Solucia Service et Protection Juridiques' products and services present a low risk with regard to regulations concerning the fight against money laundering and the financing of terrorism, and are therefore subject to a reduced level of vigilance as long as there is no suspicion of money laundering or the financing of terrorism.

Solucia Service et Protection Juridiques has put in place a due diligence procedure aimed at gathering the information required to its customers (article L.561-5 CMF), the nature of contractual relations (L.561-5-1 CMF) and, where applicable, the beneficial owners of services. It complies with all legal and regulatory obligations relating to the fight against money laundering and the financing of terrorism.

As such, it is obliged to declare to the competent authority any sums entered in its books or transactions involving sums which it knows, suspects or has good reason to suspect originate from an offence punishable by a custodial sentence of more than one (1) year or are linked to the financing of terrorism.

## **FIGHT AGAINST FRAUD**

Solucia Service et Protection Juridiques has set up a system to detect and combat insurance fraud.

Fraud is defined by ALFA (Agence pour la lutte contre la fraude à l'assurance) as «a deliberate act or omission designed to obtain an illegitimate benefit from an insurance contract».

Any attempt at fraud or proven fraud the part of an insured person will result in the lapse of cover and will give rise to legal proceedings, in particular for the recovery of any benefits unduly paid.