



OPTIONAL RENTAL CANCELLATION INSURANCE

YOUR ADHESION TO POLICIES N° EVT20213426 ET RCS20213428

GOVERNED BY THE FRENCH INSURANCE CODE

The purpose of this contract is to provide the cover set out below to tenants taking short term lets for any property rented in countries of the European Union. **Please note that the Liability Guarantee applies only to property located in France**

TENANT / INSURED

Any tenant as an individual or legal entity, whether a French national or foreigner, renting furnished accommodation on a short term. The following hold the quality of insured party: the policyholder, his or her spouse (including acknowledged co-habitant or linked through a PACS (Civil Solidarity Pacts)) as well as any other person (not a relative) designated on the registration form in this contract and who benefits from said rental, their ascendants or descendants to the 2nd degree; their son-in-law or daughter-in-law; brother or sister; uncle or aunt; nephews or nieces.

SHORT TERM LET: A stay of less than 90 days in the accommodation, the insured not being the owner or a tenant with an annual rental agreement.



ACCOMMODATION: House, apartment or flat, caravan, mobile home.

INSURER: Le contrat est souscrit par l'intermédiaire de Groupe Special Lines pour le compte de Groupama Rhône-Alpes Auvergne 50 rue de Saint-Cyr - 69251 Lyon cedex 09 - N° de SIRET 779 838 366 000 28, Entreprise régie par le Code des Assurances et soumise à l'Autorité de Contrôle Prudentiel et de Résolution, 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

BROKER: Gritchen Affinity, broker, distributor and contract manager, under the trade name ADAR – Simplified joint stock company with share capital of €10,260, registered in the Bourges Trade and Companies Register under number 529 150 542, with its registered office at 27 rue Charles Durand – 18000 Bourges - VAT No.: FR78529150542 - Insurance brokerage company with no exclusivity obligation (list of partner insurance companies available on request) subject to supervision by the ACPR, Autorité de Contrôle Prudentiel et de Résolution (Prudential Control and Resolution Authority), 4 place de Budapest - CS 92459 - 75436 Paris Cedex 09 and registered with ORIAS in the Insurance Broker category under number 11061317 (www.orias.fr) - Professional Civil Liability and Financial Guarantee in accordance with Articles L 512-6 and L 512-7 of the Insurance Code.

FAMILY : For the purpose of this contract, the family concerns related persons living under the same roof.

CLAIMS MANAGEMENT

	For modern and rapid claims management : Please log on to the website: www.declare.fr You can send us your supporting documents and track the progress of your claim
	For traditional claims management : By email: sinistres@gritchen.fr or By post: Gritchen Affinity Claims Department 27 Rue Charles Durand – CS70139 18021 Bourges Cedex

OPERATION OF THE COVER

The benefit of the ADAR cover is acquired by payment of the premium for which the rent set out in the rental agreement serves as basis for the indemnification, and/or by separate membership form. Related services, such as transport, may be covered where they are coupled with the rental reservation and the premium also relates to these services.

The INTERRUPTION AND CANCELLATION OF STAY cover applies provided the insurance is taken out before the start date of the rental, and within a maximum period of 10 days after signing of the rental agreement or payment of the deposit or down payment.

If the insurance was taken out after the maximum period of 10 days after signing of the rental agreement or payment of the deposit or down payment, the INTERRUPTION AND CANCELLATION OF STAY cover shall only apply after application of a waiting period of 7 days during which no cover may take effect (save Occupant's Liability, which shall take effect at midday on the day after payment of the premium).

If the rental contract covers several families, each is covered for its share; the rental contract is not cancelled and in such a situation, insurance cover relates to the arithmetical share of the family concerned. **It is the responsibility of the signatory to the rental contract to provide the intermediary with the names of the co-beneficiaries.**

Cover ceases as of right on the arrival of the insured in the premises or on the date the stay is interrupted, except for cover relating to "Search and Rescue costs" and "the occupant's Civil Liability" for which cover ceases on handover of the keys to the intermediary's approved representative.



COVER

1-Cancellation of the holiday:

The Insurer guarantees to reimburse the Insured sums paid as a deposit and the balance owing where cancellation of a holiday occurs for the following events, **up to a limit of 15 000 euros** per claim whatever the number of beneficiaries.

a) Serious illness(*) serious injury or the death of the Insured or any other person mentioned in the rental contract and who would be living in the aforementioned rented accommodation. By illness or serious injury, any unpredictable worsening of a pre-existing illness, any psychological or psychotherapeutic illness corresponding to at least 3 days of hospitalisation, or any complication due to pregnancy until the 28th week. we mean any new impairment to health or bodily injury preventing the insured from leaving his/her home or the hospital where he/she is receiving treatment on the date the rental starts, indicated for persons in employment by hospitalisation or absence from work of at least eight consecutive days, and a medical certificate to that effect, and for persons not in employment, by hospitalisation for at least eight days or by a medical certificate ordering them not to leave their room for at least eight days, and in addition, for persons taking the waters, proof that they are covered by their statutory sickness insurance scheme for non-means tested reimbursable expenses.

(*) In a partial exception to the exclusions, a serious illness will be considered to be the fact of the Insured person being tested positive for Covid 19 within 7 days prior to the contractual rental start date. The guarantee will be limited to the arithmetic share of only related persons living under the same roof

The Insured person must provide a positive PCR test for the coverage to apply.

b) Loss to property caused by theft, fire, explosion or similar events, water damage or an event of nature affecting his/her main and/or secondary residence and/or his/her business premises, the seriousness of which absolutely requires his/her presence on the day of departure, or during the course of the holiday, in order to complete the formalities required.

c) Prevention from occupation of the rented accommodation due to redundancy or transfer of the Insured or his spouse notified by an employer, provided that such notification occurs after cover comes into effect and on condition that one or other of the foregoing situations was not known to the insured when he took out this contract; obtaining a job or paid training taking effect before or after the rental dates, while the person insured was registered as unemployed, provided that it is not a question of the extension or renewal of a contract, or temporary work provided through an employment agency.

d) Prevention of the insured from getting to the resort by road and rail, water and air on the day they are due to take possession of the rented accommodation and in the forty eight hours following, due to roadblocks or strikes directly affecting the traffic, confirmed by the Mayor of the commune where the holiday residence is situated.

e) If the Insured is forced to cancel or abandon his/her holiday in the 48 hours preceding or following the contracted date the rental starts as a result of the non-availability of the accommodation due to pollution, flooding, fire, event of nature. These risks will be considered as having occurred under the terms of this contract when the site is rendered completely inaccessible for a radius of five kilometres from the accommodation by decision of the communal or prefectural authorities during the period of rental that has been insured.

f) Subsequent to non-deferrable administrative or judicial subpoena.

g) Non-availability of the rented accommodation, when its use is prevented by a chance event such as fire, storm, water damage or other event of nature occurring within 60 days before the date the rental starts.

h) Visa denied by the authorities of the country, no request must have been formulated beforehand and refused by these authorities for this same country. Justification from the Embassy will be required.

i) Theft of identity card, passport 48h before departure.

j) Being prevented from going to the rental premises, on the day scheduled for taking possession of the rented premises subsequent to the theft or attempted theft of the vehicle.

k) If the holiday dates of the insured were modified by a decision of his or her employer

2- Interruption of the holiday

Reimbursement of rent not accrued due to the interruption of the holiday as a consequence of one of the events listed in the section on cover CANCELLATION OF THE HOLIDAY at paragraphs a), b) e) f) and g), **up to a limit of 15 000euros**. Compensation owed by the Insurer for an injured party is determined by the number of occupants and the number of days left to run.

3-Search and rescue costs

For the length of the stay, the insurer will cover the costs of search and rescue, in the mountains or at sea, incurred by specialist teams who come to the aid of the insured up to a maximum of 3,050 € per event whatever the number of people included in the contract and who are staying in the rented accommodation.

4- Civil liability of the occupant for material damage,

the Insurer covers:

a) Rental liability

Subsequent to a fire, explosion, water damage, freezing taking rise in the premises, the monetary consequences of the liability of the tenants or occupants in terms of Articles 1732 to 1735 and 1302 of the Civil Code for real estate and property damage to the property of the owner of the rental housing (except rented boats), the fees for appraisers and the travel or replacement expenses as well as the rehousing costs made indispensable subsequent to a covered claim.

The insurer also covers the monetary consequences, loss of rents or right to benefit incurred by the owner. **Damage caused to other boats is excluded.**

This cover is for 500,000 euros all damages included.

b) Remedy of neighbours and third parties

Subsequent to a fire, explosion, water damage, freezing taking rise in the premises, the monetary consequences of the liability that the tenants or occupants can incur in terms of Articles 1240 to 1241 and 1242 of the Civil Code for all corporal or material damage caused to neighbours and third parties and for which the rental liability coverage hereinabove has come into play.

This cover is for 450,000 euros all damages included

c) Civil liability for material damage

Other accidental damage caused to property in the inventory and located inside the rented housing (except fittings) and to the real estate belonging to the owner of the rented housing (except rented boats). This cover is for 4 000 euros less the absolute excess of 75 euros

EXCLUSIONS

The following are excluded from the cover described above:

1-General exclusions

- **Losses directly or indirectly linked to:**
 - intentional or fraudulent loss on the part of the Insured.
 - a state of war (foreign or civil war).
 - events of a catastrophic nature (losses due to volcanic eruption, earthquake, the sea, tidal wave, earth slip and other events of a catastrophic nature unless these events are declared a "Natural Disaster").
 - nuclear hazard (losses that are nuclear in origin or caused by any source of nuclear radiation).
 - Any claim originating prior to the date of subscription of this contract
 - - Epidemics and/or pandemics and/or illnesses of viral and/or bacterial origin recognized by the French authorities at stage 2 or 3 and/or recognized in phase 4 by the WHO or that are declared by the WHO to constitute a public health emergency of international concern leading to the implementation, in any State concerned by the Insured person's activities, of national or local compulsory and restrictive measures related to the movement of persons and/or the organization of shows or events with a live audience and/or actions concerning property and persons taken as part of the above health measures.
 - - Atypical pneumopathy and/or the influenza virus A-H1N1 and/or avian influenza and/or severe acute respiratory syndrome.
 - - The epidemic referred to as Covid 19, an illness related to the SARS-COV-2 virus as well as any illness caused by coronaviruses and their possible mutation(s).

2- Exclusions that apply to "Cancellation" and "Interruption of holiday" cover

- **The consequences of:**
 - Of a pregnancy beyond the 28 th week, or of childbirth.
 - voluntary suicide and while sound in mind.
 - a course of treatment, of any psychological or psychotherapeutic treatment not involving at least 3 days of hospitalisation or of beauty treatment.
 - Of accidents and illness known about before the contract of insurance was taken out, except. the foreseeable worsening of a condition existing at the time of taking out the policy.
 - any dispute or disagreement over the description or inventory.
 - redundancy or transfer, procedures for which were in process at the time of taking out the policy.
 - an accident for which the insured has been the subject of a positive test for the use of alcohol or drugs in relation to the legal limit in force, constituting an offence.
 - an accident as the driver of a moving vehicle while participating in a motorised sporting event and prior testing.
 - lack or impossibility of vaccination.
 - Cancellations due to the approved intermediate.
 - Repayment of the insurance premium.

3-Exclusions applying to cover for "Search and rescue costs"

- Costs occasioned by recourse to intervention by the public emergency services as a result of negligence on the part of the insured.
- Costs occasioned by towing of a sailing or motor boat.
- Costs occasioned by the practice of pot-holing.

4- Exclusions applying to cover for the Occupant's Civil Liability

- All damages for rent not located in France
- Any damage, theft or disappearance of the Rental company's goods,
- The theft or disappearance of the owner's furniture,
- House cleaning expenses,
- Any losses not involving the tenant's civil liability.
- Any losses to the Tenants property.
- Intentional damage or damage resulting from cigarette burns or from any other type of smoking.
- Damage caused by domestic animals that are the responsibility of the insured.
- All damage due to damp, condensation, mud or smoke.
- Breakdown of equipment available for use by the insured.
- Damage caused to lamps, fuses, lighting tubes, cathode tubes, semiconductors, heating elements and electric blankets.
- The cost of repair, unblocking or replacement of pipe work, taps and fittings attached to water and heating installations.
- Theft of articles left in the courtyards, terraces or gardens.



- **Theft of articles left in common areas available for use by several tenants or occupants, except where breaking and entering has occurred.**
- **Theft or loss of keys to the accommodation.**
- **Losses occurring while the premises containing the insured articles are wholly occupied by third parties other than the tenant, his employees or people there with his permission.**
- **Losses as a result of use not in compliance with the rental contract.**
- **The consequences of contractual undertakings to the extent that they exceed those required of the beneficiary by law.**
- **Damage incurred by fixtures considered as fittings.**

HOW TO MAKE A CLAIM ?

You should first advise your letting agency by registered letter of the cancellation of your holiday within 5 days of being aware of it. You should (after confirmation by your letting agency) send GRITCHEN AFFINITY the required documentation: medical certificate, certificate of hospitalisation, certificate of absence from work, redundancy notice.

Reimbursement requests must be submitted on the website: www.declare.fr or sent by email to: sinistres@gritchen.fr or by post to: Gritchen Affinity Sinistre 27 Rue Charles Durand – CS70139 18021 Bourges Cedex.

When sending us these details, don't forget to give us: your full address, your telephone number, the name of your letting agency, your letting reference number, the start and ending dates of your stay.

If necessary, in the event of a claim relating to cover for the cancellation or interruption of a holiday, you undertake to allow the Insurer's doctor access to your medical file, without which no cover can be guaranteed. . In case of COVID-19, The Insured person must provide a positive PCR test for the coverage to apply.

LIMITATION PERIOD

In accordance with articles L 114-1 to L 114-3 of the Insurance Code, all legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto. However, said time limit shall run:

- 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;
- 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.

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period i.e.:

- a service of process, even for interim relief, an order to pay or a seizure, on the person whom one wishes to prevent from limiting, in accordance with articles 2241 to 2244 of the Civil Code;
- any unequivocal acknowledgement by the Insurer of the Policyholder/Beneficiary's right, or any acknowledgement of debt by the Policyholder/Beneficiary to the Insurer in accordance with article 2240 of the Civil Code;
- a service of process or enforcement measure against a joint and several debtor, any acknowledgement by the Insurer of the Policyholder/Beneficiary's right or any acknowledgement of debt by one of the joint and several debtors interrupts the limitation period with respect to all co-debtors and their heirs, in accordance with article 2245 of the Civil Code;
- by the appointment of an expert following a loss or by the insurer or Policyholder/Beneficiary sending the other party a registered letter with acknowledgement of receipt.

As an exception to article 2254 of the Civil Code, and in accordance with article L114-3 of the Insurance Code, the parties to the insurance contract cannot, even by mutual agreement, either modify the duration of the limitation period or add causes for the suspension or interruption of this period.

SUBROGATION

As authorised by article L 121-12 of the Insurance Code, the Insurer may take action against the person who, by their acts, caused the damage in order to obtain reimbursement of the amount of the compensation paid to the Policyholder/Beneficiary.

COMPLAINT BY THE BENEFICIARY

In the event of the Policyholder/Beneficiary making a complaint, the Policyholder/Beneficiary must indicate their name, contract number and the claim reference and send their request by :

- email to: reclamations@gritchen.fr
- post to: GRITCHEN AFFINITY - Complaints Department - 27 rue Charles Durand - 18000 BOURGES

If the answer provided is not satisfactory, the Policyholder/Beneficiary can send a complaint to the "Complaints" department of Groupe Special Lines:
- By post:

**Groupe Special Lines
Service Réclamations
6-8 rue Jean Jaurès
92800 PUTEAUX**

- By email:
Reclamations@groupespeciallines.fr

If the answer to the complaint remains unsatisfactory, the Policyholder may contact the "Complaints" department of Groupama Rhône-Alpes Auvergne:
- By post:

**Groupama Rhône-Alpes Auvergne
Service Consommateurs
TSA 70019 – 69252 LYON CEDEX 09**

- By email:
Service-consommateurs@groupama-ra.com

Finally, if the disagreement persists regarding the position or the proposed solution, the Policyholder can avail of Insurance Mediation:
- By post: **CMAP – Service Médiation de la consommation, 39 avenue Franklin Roosevelt, 75008 Paris.**



- Online email on the dedicated formulary on line, on www.cmap.fr/consommateurs

PERSONAL DATA PROTECTION POLICY (GENERAL DATA PROTECTION REGULATION)

For the purpose of the Contract or the insurance relationship, the Rental company, the Broker and/or the Insurer are required to collect personal data from the Policyholder/Beneficiary. These data are processed in compliance with regulations in force and in particular the rights of persons.

The rights of the Policyholder/Beneficiary

In accordance with the Law, the Policyholder/Beneficiary has rights:

- The right to be informed of the information held by the Broker and the Insurer and to request that this information be supplemented or corrected (access and rectification rights).
- The right to request that their data be deleted or usage thereof restricted (rights to delete or restrict data).
- The right to object to the use of their data, in particular as regards direct marketing (right to object).
- The right to retrieve the data they personally provided for the performance of their contract or for which they gave their agreement (right to data portability).
- The right to provide instructions as to the storage, deletion and communication of their data after their death.

Why are personal data collected?

The data collected in the different insurance contract subscription or management phases are required for the following purposes:

- *Entering into, managing, performing insurance contracts*

The purposes of collecting data when entering into, managing and performing contracts concerning the Policyholder/Beneficiary are as follows:

- Study insurance needs in order to offer contracts suited to each person's circumstances
- Examine, accept, control and oversee the risk
- Manage the contracts (from the pre-contractual phase to termination of the contract), and honour contract guarantees,
- Customer management
- Seek redress and manage claims and disputes
- Draw up statistics and actuarial reports
- Put preventive actions in place
- Comply with statutory or regulatory obligations
- Carry out research and development activities in the course of the life of the contract

If a contract is entered into, the data are stored for the duration of the contract or the claims until expiry of legal limitation periods.

- *Fight against insurance fraud*

The Insurer, who has an obligation to protect the mutual interests of insured persons and avoid making unjustified payments, has a legitimate interest in combatting fraud.

Therefore, personal data may be used to prevent, detect and manage fraud, whomsoever the perpetrator thereof may be. These fraud combat arrangements may result in persons presenting a risk of fraud from being placed on a list.

ALFA (the agency for the fight against insurance fraud) may be sent data for this purpose.

The persons are also informed that ALFA pools and shares car insurance contract data and data on claims submitted to insurers in order to combat fraud. The rights concerning these data may be exercised at any time by sending a letter to ALFA, 1, rue Jules Lefebvre – 75431 Paris Cedex 09.

Data processed for the purpose of combatting fraud are kept for 5 years at most from the date the fraud file is closed. In the event of legal proceedings, the data will be kept until the end of the action, and expiry of applicable limitation periods.

Persons on a list of presumed fraudsters, will be removed from said list 5 years after being first listed.

- *The fight against money-laundering and the financing of terrorism*

To satisfy its obligations under the Law, the Insurer operates surveillance systems to fight against money-laundering, the financing of terrorism and to enable financial sanctions to be enforced.

The data used for this purpose are kept for 5 years from the date the account is closed or the relationship with the insurer is terminated. Data on transactions performed by persons are kept for 5 years from the date they are performed including if the account is closed or the relationship with the insurer is terminated.

TRACFIN may be the recipient of information to this end.

In accordance with the Monetary and Financial Code, the right to access these data is exercised with the CNIL (French data protection authority) (see cnil.fr).

Transfers of information outside the European Union:

The personal data are processed within the European Union. However, data may be transferred to countries outside the European Union, in compliance with data protection rules and with the appropriate safeguards (e.g.: standard contractual clauses of the European Commission, countries presenting a data protection level acknowledged to be adequate...).

These transfers may be made in the course of performing the contracts, when combatting fraud, complying with legal or regulatory obligations, managing actions or litigation enabling the Insurer to acknowledge, exercise or defend its rights before the courts or for the purpose of defending the rights of data subjects. Certain data, strictly necessary to implement assistance services, may be sent outside the European Union in the interest of the data subject or to protect human life.

Who receives this information?

Personal data are sent to the following **within the limit of their functions**,

- the services of the Insurer bearing the risk or in charge of business relations and contract management, the fight against fraud or money laundering and the financing of terrorism, audit and control.
- This information may also be communicated, when necessary, to our re-insurers, intermediaries, partners and sub-contractors, as well as to organizations who may be involved in insurance activities, such as public bodies or supervisory authorities, or industry bodies (including ALFA for the purpose of combatting fraud and TRACFIN to combat money laundering and the financing of terrorism).

Information concerning your health is exclusively intended for the medical advisors of the Insurer or other entities in the Group, the medical department or specifically authorised persons within or outside the company (in particular our medical experts).



How does the Policyholder/Beneficiary exercise their rights?

The Policyholder/Beneficiary can exercise their rights by contacting:

- The Broker by email: conformite@gritchen.fr accompanying the request with the above-mentioned elements.

- The Insurer, by email: contactdpo@groupecpeciallines.fr and/or contactDPO@groupama.com accompanying the request with the above-mentioned elements.

In the event that the Policyholder/Beneficiary is not satisfied with the answers provided, they may also submit a complaint to a supervisory authority (in France this is CNIL 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07. Tel: 01 53 73 22 22).