

## Declaration of a loss



### To send back to:

AIG - Service Indemnisation - 2AU  
Tour CB21 - 16 Place de l'Iris  
92040 Paris la défense Cedex  
E-mail : sinistres.fr@aig.com

**Policy number: 4.091.405**

To send as soon as possible after the date of loss and join the bill of booking

#### ☐ OPTION 1

#### ☐ OPTION 2 (Tick the option)

### Information about loss

Nature of a loss:

- ☐ Stay cancellation because of  
☐ Search and rescue expenses  
☐ Holiday civil liability  
☐ Accidental property damage  
☐ Stay interruption
- ☐ Illness ☐ Accident ☐ Other

Date of loss:	/	/	201_
Departure date:	/	/	201_
Arrival date:	/	/	201_
Destination :			
Rental/travel cost:			

### Summary of facts

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### Information about the insured

Name & surname of the insured:

Address:

Zip code:

E-mail address:

City:

Phone number:

The insured declare that the information provided above is accurate, according to the contractual terms and conditions contained in the notice information he read.

You will soon receive a file to be completed and returned by mail or e-mail to AIG together with all documents requested.

### File to send back to (please tick):

- ☐ Travel or Real estate agency

(please indicate the Group name or the booking reference)

- ☐ The Insured

Place and Date:	/	/	201_
Signature:			

## What to do in case of a loss?

**In case of a loss, and regardless of the coverage, you must notify AIG within 5 working days (and the reservation centre/tourism office immediately in case of cancellation):**

### AIG

Service Indemnisation - 2AU  
Tour CB21  
16 Place de l'Iris  
92040 Paris la défense Cedex

E-mail : sinistres.fr@aig.com

## TO LEARN

**which documents to send, please refer to Chapter 2 - article 3 of these General Terms and Conditions.**

## BE CAREFUL !

For failure to comply with the Loss declaration deadline the Insured shall lose the benefit of the coverage in the policy for the Loss in question.



## GENERAL TERMS AND CONDITIONS CONTRACT No. 4.091.405 HOLIDAY RENTAL

**Option 1 :** CANCELLATION BY THE RENTER  
+ TRIP INTERRUPTION

**Option 2 :** OPTION 1  
+ PROPERTY DAMAGE  
+ HOLIDAY CIVIL LIABILITY  
+ SEARCH AND RESCUE EXPENSES



# GENERAL TERMS AND CONDITIONS

## HOLIDAY RENTAL INSURANCE

Your travel agency offers a specific policy insurance for your rental holidays (rental, hotels, campsites, lodges...) so you can enjoy maximum protection before and during your stay.

This is a contractual document, it details the Terms and Conditions of the insurance contract developed by **CHAPKA ASSURANCES** with **AIG**.

**Option 1:** Cancellation + Stay interruption

- Cancellation
- Stay interruption

**Option 2:** Cancellation of the renter + Stay interruption + Property damages + Holiday civil liability + Search and rescue

- Cancellation
- Stay interruption until €6,500 per renting
- Property damages until €15,245
- Holiday civil liability until €2,500,000
- Search and rescue until €3,500

Depending on which option you choosed, you get all or part of the benefits contained in this document. We advise you to refer to the insurance certificate provided by your travel agency that contains the name of the plan you selected, the policy number, the premium paid, name and first name of the insured, as well as the dates of travel.

We advise you to keep this document with you while you are travelling, what to do in case of claim is also indicate and you can fill in the form at the back of the document.

**Enjoy your holiday !**

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**CHAPKA**  
ASSURANCES  
Cliquez. Assurez. Voyagez.

Benefits indicated below are acquired only if they are included in the option purchased and ticked on the cover of Terms and Conditions.

## TERMS AND CONDITIONS

COVERAGE	TOTAL AND LIMITS	OPTION 1	OPTION 2
<b>FOR THE RENTER</b> Reimbursement of earnest money or deposit in case of cancellation of the Stay for the reasons listed in the General Terms and Conditions Deductible	€8,000 maximum per rental and €38,000 per event  N/A <i>(unless stated otherwise)</i>	<b>X</b>	<b>X</b>
<b>HOLIDAY CIVIL LIABILITY</b> In case of fire, explosion, or water damage, for property damage caused to movable property and real estate belonging to the owner of rented property. Right of action for neighbours and third parties In case of accidental property damaged caused to movable property and real estate belonging to the owner of the insured premises Damage to the renter's and occupants' property from fires, explosions, or water in the rented premises	Up to €2,500,000 Deductible €80  Up to €500,000 Deductible €80  €8,000 - Deductible: €30 Including broken glass €2,500 <i>(after the deposit has been applied)..</i>  Up to €15,245		<b>X</b>
<b>STAY INTERRUPTION</b> Reimbursement for unused ground services in case of repatriation or early return	Pro rated €6,500 per rental, €32,000 per event	<b>X</b>	<b>X</b>
<b>SEARCH AND RESCUE EXPENSES</b>	Maximum per person: €3,500		<b>X</b>

This Schedule of Coverages outlines the coverages that are described in the information notice below. These coverages shall apply for a maximum duration of 90 days.

General information concerning assistance and insurance.

As any insurance and assistance policy, this contains rights and obligations governed by the Insurance Code. These rights and obligations are set out in the following pages

## CHAPTER 1 - DEFINITIONS

**THE DEFINITIONS BELOW APPLY TO ALL COVERAGES, EXCEPT FOR SPECIFIC DEFINITIONS UNIQUE TO EACH COVERAGE.**

For the application of the present contract, the following terms shall have the following meanings:

### **Accident**

Any unintentional bodily harm to the Insured coming from sudden and unforeseeable action by an external cause of which the Insured is a victim, occurring after the effective date of the coverage.

### **Serious accident**

Any unintentional bodily harm of which the Insured is a victim coming from sudden and unforeseeable action by an external cause, diagnosed by a licensed medical authority, preventing the victim from moving on his or her own.

### **Prior accident or illness**

Any temporary or permanent impairment of the physical integrity of the Insured prior to the reservation of the Stay, diagnosed by a competent medical authority not having been the subject of a first diagnosis, relapse, aggravation, or Hospitalization within the 30 days preceding the 1st day of the Stay.

### **Insured**

The customer whose first and last names are listed on the Policy Application and who has paid the corresponding premiums.

### **Insurer**

AIG, à directoire et conseil de surveillance.  
AIG Europe Limited, société immatriculée en Angleterre et au Pays de Galles sous le numéro 01486260. Siège social : The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom Succursale pour la France Tour CB21 16 place de l'Iris 92400 Courbevoie. Adresse postale Tour CB 21-16 place de l'Iris 92040 Paris la Défense Cedex. RCS Nanterre 752 862 540 Téléphone : +33 1.49.02.42.22 – Facsimile: +33 1.49.02.44.04

### **Beneficiary**

For all coverages, the beneficiary is the Insured him or herself, unless otherwise provided in the contract.

### **Natural catastrophe**

According to Law no. 86-600 dated July 13, 1986 as modified, any natural event, forest fire, or pollution leading to the prohibition of the Stay at the site by the authorities during all or part of the Stay period.

### **Subscription and premium management centre**

CHAPKA ASSURANCES, authorized by the Insurer.

### **Coverage certificate**

Document to be printed by the Insured or his or her agent, listing his or her first and last names, the Stay start and end dates, and the identification number.

### **Spouse**

The spouse of the Insured, not legally separated, the cohabitor, or any person having signed a civil solidarity pact with the Insured and living at the same Domicile.

### **Application**

Document duly completed and signed by the Insured, which lists his or her first and last names, address, travel dates, destination country, coverage period, options selected if applicable, the effective date of this document and the amount of the corresponding insurance premium.

By extension, this document may also be the registration form for the Stay prepared by the Service Provider and its customer.

In case of losses, the Insurer shall only be responsible for subscriptions if the corresponding insurance premium has been paid.

## **Domicile**

The Insured's habitual place of residence as of the day he or she subscribed to the policy in France (Metropolitan France, Corsica, Overseas Departments and Regions, Mayotte, Saint Barthélemy and St. Martin) or in any of the member countries of the European Economic Area or the Principality of Monaco).

The tax address is considered as the Domicile for disputes.

## **Overseas Department and Region**

Guadeloupe, Martinique, Guyana and Reunion Island.

## **Child**

The Insured's and/or his or her spouse's legitimate, natural, or adopted children.

## **Epidemic**

Rapid propagation of an infectious and contagious Illness affecting a large number of persons in a given location and at a given time, at least reaching level 5 according to the WHO criteria.

## **Abroad**

Country other than that in which the Insured is domiciled.

## **Europe**

The countries of the European Economic Area (including the Overseas Departments and Regions) as well as Switzerland and the Principalities of Monaco and Andorra.

## **Family**

The Insured's spouse, or the Insured's and/or his or her spouse's mother, father, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters or brothers.

## **France**

Metropolitan France, Corsica, the Principality of Monaco and the Overseas Departments and Regions.

## **Deductible**

Sum established outright in the contract and remaining the Insured's responsibility in case of compensation following a Loss.

The deductible may also be expressed in hours, days, or percentage.

In this case the coverage in question will be acquired upon the expiration of the fixed period or percentage.

## **Civil War**

Armed opposition of two or more parties belonging to a single country in which the opponents are of different ethnicity, faith, or ideology. In particular, the following are included in the classification of civil wars: armed rebellions, revolutions, sedition, insurrection, coups d'état, consequences of martial law, of border closures ordered by a government or by local authorities. The Insurer must prove that the loss results from a case of civil war.

## **Foreign War**

Armed opposition, declared or not, of one country against another. Invasions and sieges are also considered as foreign wars. If an accident takes place, the Insurer must prove that the loss results from something other than a case of foreign war.

## **Hospitalization**

The fact of receiving care in a hospital institution requiring a minimum stay of 24 consecutive hours.

The following is considered as a hospital institution: Any hospital or clinic licensed to practice medical acts and treatments on ill or injured persons, holding local government authorizations permitting these practices as well as the necessary personnel.

## **Illness**

Any alteration in health occurring and diagnosed by a licensed medical authority while the coverage is in force.

## **Serious illness**

Any sudden change in health condition, diagnosed by a licensed medical authority, involving the stoppage of any professional activity, and including a guarded prognosis or a long period requiring intensive medical treatment, typically with Hospitalization for evaluation and care.

### Maximum per event

If the coverage concerns several Insureds who are the victims of the same event, in all cases, the Insurer's coverage shall be limited to the maximum amount established for this coverage regardless of the number of victims. Then, compensation will be reduced and settled in proportion to the number of victims.

### Service Provider

The Trip organizer or distributor (tour operator, travel agency, airline or transport company, real estate agency, tourism office, reservation centre, thermal spa, association, works council, etc.).

### Stay

Period spent abroad by the Insured, the dates and destination for which are listed on the Policy application.

### Loss

The occurrence of an event set out in the contract. All events related to a single obligating event shall constitute a single loss.

### Ski

By Ski, we mean the practice of the following leisure snow sports: downhill skiing, snowboarding (snowboarding and monoskiing), skiboarding (mini-skis), telemark skiing (or Nordic skiing), cross-country skiing, skate skiing, and snowshoeing.

### Subscriber

CHAPKA ASSURANCES acting on behalf of its customers.

### Territory

Europe

The following are always excluded: Any stays with destinations in, or made in, or in transit through the following countries: Afghanistan, Cuba, Liberia, and the Sudan.

## CHAPTER 2 - NATURE AND TOTAL AND EXCLUSIONS FROM THE COVERAGES

The policy is a group insurance policy purchased by the Subscriber from the Insurer and governed by these General Terms and Conditions, the Special Terms and Conditions, and the French Insurance Code.

The scope of the coverages, the procedures for implementation, and any other useful provisions are described in this document and in the Special Terms and Conditions.

The object of this insurance contract is to cover the subscribers to the present contract during their Stay in France, within the limits and according to the terms defined below.

It shall be agreed that these coverages and services may not be subscribed to independently of each other.

### **Subscription to the present contract shall be for a fixed duration.**

The corresponding premium shall not be reimbursable.

Only the present contractual terms and the information provided on the Insured's application shall apply in case of claims or disputes among the parties.

### **Effective date and duration of the coverage:**

- For insurance coverages

**The «Trip interruption, «Holiday Civil Liability» and «search and rescue expense» insurance coverages shall take effect on the departure date or the start of the Stay and shall remain in effect for the entire duration of the Stay in accordance with the dates and destination country listed in the Policy application. They shall automatically expire on the return date or Stay end date listed in the Policy application.**

**The «Stay Cancellation» coverage shall take effect upon subscription by the Insured to this policy in accordance with the information listed in his or her Policy application. It shall automatically cease at the time of departure (or the arrival of the Insured at the meeting point established by the Service Provider), at the time of the arrival to the Stay location when using a personal means of transport, or upon handover of the keys for rentals.**

The departure and return dates, Stay beginning and end dates, shall be those listed on the bill issued by the Service Provider.

## DESCRIPTION OF THE COVERAGES

### ARTICLE 1: STAY CANCELLATION OR MODIFICATION COVERAGE

For the application of the present coverage, the following terms have the following meanings:

**Cancellation expenses** the amount of the expenses contractually due to the Service Provider by its customer and listed in the Service Provider's general terms of sale approved by the Insured upon signature of the Stay registration form.

Cancellation coverage must be purchased on the day the Stay is reserved or at least before the payment of any earnest money or deposit.

#### PURPOSE OF THE COVERAGE

The coverage shall reimburse:

- The **Insured renter**: for sums actually paid by the Insured and any cancellation or modification fees due under the present policy, up to the amounts set out in the «Schedule of Coverages» above after deduction of transport taxes (airport taxes for example) and Travel taxes, insurance premiums, and processing fees, if the Insured renter is unable to leave for any of the following reasons:

- The Death, Serious Accident or Illness, Hospitalization, including relapses or aggravations of Accidents or Illnesses prior to registration for the Stay or this cancellation coverage (with the understanding that the date of the first medical diagnosis of the aggravation, change or relapse shall be taken into account for calculating reimbursement):

- of the Insured
- of his or her Spouse
- of a member of the Insured's family or any person habitually living with the Insured.
- Of the professional replacement for the Insured or the person responsible for childcare whose name is listed on the Policy application.
- of the person accompanying the Insured during the Stay.

- The Hospitalization of more than 48 hrs. or the death of an uncle or aunt and or nephews or nieces of the Insured or his or her Spouse.

- Property damage (more than 50% destroyed) or significant theft, occurring at the Insured's Domicile or place of business of which he or she is the owner, renter, or free occupant, requiring his or her presence on site to carry out the necessary conservatory acts.

- Complications with the Insured's pregnancy, pregnancy problems, miscarriage, therapeutic abortion, birth and their consequences occurring before entry into the 28th week.

- Pregnancy not known at the time of registration for the Stay and contra-indicating the Stay by their nature.

- The layoff of the Insured or his or her Spouse, on the condition that the process had not been started before subscription to the coverage.

- Convocation for a remedial university examination for a date during the planned Stay, provided that failure of the examination was unknown at the time of subscription to the coverage.

- Contra-indications and side effects of vaccination.

- Depression, emotional, mental, or nervous illnesses leading to Hospitalization for more than 4 consecutive days.

- Serious damage caused to the Insured's vehicle within 48 hours before departure and provided that the Insured can no longer use it to reach the Stay location.

- Obtaining a paid position or paid placement before the departure if the Insured was registered with the ANPE (French Unemployment Agency) excluding any extension, renewal, or modification of the employment or placement contract (example: change from a fixed-duration contract to an open-ended contract).

- Withdrawal or change to the Insured's paid leave by his or her employer, provided the leave had been granted by the employer before registration for the Stay and subscription to the present policy (in this case, a 25% deductible shall apply), **excluding members of liberal professions, managers, and legal representatives of companies, freelance workers and craftsmen.**

- Job transfers requiring the Insured to move, provided that the process had not been started before the purchase of the Trip (in this case a 25% deductible shall apply), **excluding members of liberal professions, managers, and legal representatives of companies, freelance workers and craftsmen.**

- Refusal of a tourist visa by the authorities in the country chosen for the Stay provided a valid application had been made by the required deadline, and provided that no previous application had been filed and already refused by these authorities for a previous Stay.

- Identification card or passport theft occurring within 48 hours before the departure date if these documents are indispensable for the Stay (in this case, a 25% deductible shall apply).

- Summons for a date during the planned Stay and unknown at the moment the coverage was purchased, which could not be deferred and requiring the Insured's presence for one of the administrative reasons below:

- a- summons for the adoption of a child,
- b- summons as a witness or for a Jury Trial,
- c- summons for an organ transplant.

- If, for a covered event, the Insured prefers to be replaced by another person rather than to cancel his or her Stay, the Insurer shall cover any name change expenses billed by the Service Provider.

- If the Insured is unable to reach the location of the Stay that is the object of the reservation by any means of transport (land, rail, air) on the start date of the Stay and within the following 48 hours due to:

- Roadblocks, or
- Strikes, or
- Natural events preventing traffic, certified by the competent authority.

A certification proving the closure of major roadways, railways, and airports must be provided by the competent authorities (municipal government or mayor's office, SNCF - French Railway Operator-, airports, or airlines, etc.).

- Natural catastrophes (according to Law no. 86-600 dated July 13, 1986 as modified) occurring at the Stay site, leading to a prohibition on occupying the site (municipality, neighbourhood, etc.) issued by the local or prefectural authorities during all or part of the period listed in the reservation contract, and occurring after subscription to this policy.

- Prohibition on entering the site (municipality, neighbourhood, etc.) within a five-kilometre radius around the site of the stay, issued by the local or prefectural authority, following an epidemic or pollution of the sea.

- Treatment cancellation: reasoned refusal of coverage by social welfare institutions following the prescription of a treatment by a competent medical authority. The coverage shall be valid provided that the request for coverage of the prescribed treatment was sent to the social welfare institutions at least one month before the date the treatment reservation and/or rental contract was signed. By social welfare institution, we mean the Social Security and universal medical coverage systems, mutual associations, and any other social welfare bodies.

- Lack or excess snowfall or violent wind leading to the closure of at least 2/3 of the ski area for at least 2 consecutive days within 5 days before departure.

The closure of at least 2/3 of the ski area must be confirmed by the certain closure of a certain number of ski lifts and by the open percentage of the ski area communicated by the company operating the ski area in question.

**Lack or excess snowfall known at the time the Stay is reserved, the closure of the ski area for technical or human resources problems, or for regulatory reasons other than due to climate events shall be excluded from this coverage.**

- Cancellation by one of the persons accompanying the Insured (maximum of 9 persons) registered at the same time as the Insured and covered by this policy, provided the cancellation is due to one of the causes listed above.

## **EXCLUSIONS SPECIFIC TO THE CANCELLATION COVERAGE**

**In addition to the common exclusions listed in Chapter 2, article 5, the following shall be excluded:**

- **Accidents or Illnesses that were first diagnosed, treated, or were a relapse or required Hospitalization between the Stay reservation date and the date of subscription to the cancellation coverage.**

- **Diseases not stabilized that were diagnosed or treated within 30 days before the Stay was reserved (unless the Insured presented a medical certificate confirming that his or her condition is stable and that he or she is able to travel at the time of reservation).**

- **Depression, emotional, mental, or nervous illnesses leading to Hospitalization for less than 4 consecutive days.**

- **Medical treatments resulting from the sole desire of the Insured, except in acknowledged cases of medical necessity.**

- **Cancellations resulting from periodic check-up and monitoring examinations.**

- **Cancellations for failure to obtain a vaccination.**

- **Cancellations due to failure to submit any document required for the Stay, for any reason whatsoever.**

- **Cancellations by the transporter or tour operator, regardless of the reason.**

- **The consequences of earthquakes, volcanic eruptions, tidal waves, floods, or natural catastrophes except within the framework of the provisions set out in Law 86-600 dated July 13, 1986.**

## **CALCULATING REIMBURSEMENT OF CANCELLATION EXPENSES:**

The insurer shall reimburse the sums actually paid by the Insured and any cancellation or modification fees due under the present policy, up to the amounts set out in the «Schedule of Coverages» above and the contractual amount of the rental, minus transport taxes (for example, airport taxes), insurance premiums, and processing fees.

## **SPECIAL MEASURES TO TAKE IN CASE OF CANCELLATION OR MODIFICATION OF THE STAY**

**In addition to the provisions set out in the Chapter «WHAT TO DO IN CASE OF A LOSS,» the Insured or his or her representative must:**

- **Except in fortuitous cases or cases of force majeure, immediately notify the Service Provider of his or her inability to take part in the Stay.**

**In fact, reimbursement for the Stay shall be calculated in relation to the Cancellation Scale in force on the date of the first identification of the event invoking the coverage.**

**Any change to the Insured's case, even unforeseeable, shall not be taken into account and may penalize him or her.**

- **Inform the Management Centre (see Chapter 2 article 6.1) by registered letter within 5 working days of the Insured's awareness**

**of the loss. Beyond this deadline, the Insurer reserves the right to apply a lapse of the coverage**

## **ARTICLE 2: STAY INTERRUPTION COVERAGE**

### **PURPOSE OF THE COVERAGE**

The coverage sets out reimbursement of the pro rated unused ground services up to the amounts listed in the «Schedule of Coverages» if the insured must interrupt his or her Stay for the following reasons: medical repatriation of the Insured, a member of his or her Family or his or her companion on the Stay insured by this contract, under the «Repatriation Assistance» coverage and carried out by an assistance company,

- For an early return for:

- The Hospitalization of more than 48 consecutive hours or death of a Family member of the Insured, or

- Significant property damage occurring to the Insured's domicile or place of business of which the Insured is the owner, renter, or free occupant, more than 50% destroyed and requiring his or her presence on site to carry out the necessary conservatory acts.

- Obtaining a paid position or paid placement before the departure if the Insured was registered with the ANPE (French Unemployment Agency) excluding any extension, renewal, or modification of the employment or placement contract (example: change from a fixed-duration contract to an open-ended contract).

- Layoff of the Insured or his or her Spouse, on the condition that the process had not been started before subscription to the coverage.

- Summons for a date during the planned Stay and unknown at the moment the coverage was purchased, which could not be deferred and requiring the Insured's presence for one of the administrative reasons below:

- a- summons for the adoption of a child,
- b- summons as a witness or for a Jury Trial,
- c- summons for an organ transplant

- The closure of more than 2/3 of the ski area for more than 72 consecutive hours, because of violent wind, or lack of or excess snowfall.

The closure of more than 2/3 of the ski area must be confirmed by the certain closure of a certain number of ski lifts and by the open percentage of the ski area communicated by the company operating the ski area in question.

### **EXCLUSIONS SPECIFIC TO THE STAY INTERRUPTION COVERAGE**

**In addition to the common exclusions listed in Chapter 2, article 5, the following shall be excluded:**

- **Accidents or Illnesses that were first diagnosed, treated, or were a relapse or required Hospitalization between the Stay reservation date and the date of subscription to the cancellation coverage.**

- **Depression, emotional, mental, or nervous illnesses leading to Hospitalization for less than 4 consecutive days.**

- **Medical treatments resulting from the sole desire of the Insured, except in acknowledged cases of medical necessity.**

- **Cancellations resulting from periodic check-up and monitoring examinations.**

- **Cancellations for failure to obtain a vaccination.**

- **Cancellations due to failure to submit any document required for the Stay, for any reason whatsoever.**

- **Cancellations by the transporter or tour operator, regardless of the reason.**
- **The consequences of earthquakes, volcanic eruptions, tidal waves, floods, or natural catastrophes except within the framework of the provisions set out in Law 86-600 dated July 13, 1986**

## **ARTICLE 3: HOLIDAY CIVIL LIABILITY COVERAGE**

### ***Only for options 2***

The Insurer shall cover the financial consequences of liability incurred by the Insured, his or her Family members and persons living with him or her as renters or temporary occupants of the premises that are the object of the reservation, up to the amount listed in the «Schedule of Coverages,» for Property damage and Consequential Losses due to fires, explosions, or water damage occurring in the lodging to:

#### **- The owner of the rented premises**

- For Property Damage caused to the premises and to the furniture in the premises occupied by the Insured (renter's insurance)

- For Property Damage suffered by the other renters for which the Insured is held liable (loss of use of the rental)

- **For Neighbours and Third Parties** for Property Damage and Consequential Losses that they suffer due to fire, explosion, or water damage.

In case of Property Damage or Consequential Losses, a straight deductible listed in the schedule of coverages shall be deducted from the compensation amount.

The coverage shall be triggered by the Proximate Cause.

For the application of the present coverage, the following terms shall have the following meanings:

#### **Property damage**

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

Consequential Loss:

Damage other than Property Damage and especially any financial harm resulting from the loss of enjoyment of a right. The direct consequences of covered Property Damage shall be considered a consecutive Consequential Loss.

#### **Proximate Cause**

The event that constitutes the generating cause of the damage. A set of proximate causes with the same technical cause shall be considered a single proximate cause.

#### **Third party**

Any individual or corporation **excluding the Insured him or herself, the members of his or her family, his or her parents and descendants, as well as the persons accompanying him or her, and the Insured's paid or unpaid agents exercising their duties.**

#### **Legal Liability Claim**

Any damage or set of damages caused to Third Parties shall constitute a claim, if they engage the liability of the Insured, result from the Proximate Cause, and give rise to one or more amicable or legal claims made by the affected Third Party.

Additionally, the Insurer shall cover damage to the personal property of the Insured renter in case of fire, explosion, or water damage to the rented premises, up to the total indicated in the «Schedule of Coverages.»

## **EXCLUSIONS SPECIFIC TO THE HOLIDAY LEGAL LIABILITY COVERAGE**

**In addition to the common exclusions listed in Chapter 2, article 5, the following shall be excluded:**

**Damages resulting from:**

- **Hunting.**
- **The use of any motor vehicle as well as any air, sea, or river navigation vehicle.**
- **The exercise of a professional activity.**
- **Consecutive Losses unless they are the direct consequences of covered accidental property damage.**
- **Damage intentionally caused or provoked by the Insured.**
- **Consequences of all property damage personally affecting the Insured as well as his or her Family members or any other person Insured under this policy**
- **Damage, without the occurrence of a fire or explosion, stemming from an excess of heat, proximity to or contact with a light or hearth, ejections or projections or falling combustibles; burns to clothing and linens especially; the total or partial destruction of objects fallen, thrown, or set in or on a hearth.**

Also, the following shall be excluded from coverage:

- Any damage not engaging the renter's civil liability.
- Any damage to property and effects belonging to the renter.
- Any damage to premises owned by the Insured.
- Damage to animals belonging to or entrusted to the Insured.
- Damage to the Insured's partners, agents, or employees while carrying out their duties.
- Damage from wilful degradation, cigarette burns or any other smoking item.
- Any damage caused by moisture, condensation, fog, or smoke.
- Breakdowns of equipment made available to the Insured.
- Damage caused to lamps, fuses, electronic tubes, cathode ray tubes, crystal semi-conductors, heating resistors, and electric blankets.
- Expenses for the repair or replacement of pipes, faucets, and apparatus integrated into water and heating installations.
- The theft of items left in yards, terraces, or gardens.
- The theft of items placed in common areas available to several renters or occupants, except in cases of burglary.
- The theft or loss of keys to the premises.
- Damage suffered while the premises holding insured items were occupied entirely by third parties other than the renter, his or her agents, or persons authorized by him or her.
- Damage following usage not compliant with the rental agreement.
- The consequences of contractual commitments where they exceed those to which the beneficiary is legally bound.

## ARTICLE 4: SEARCH AND RESCUE EXPENSES

### *Only for options 2*

The Insurer shall reimburse search, rescue (including sled) and lifesaving (including helicopter) expenses related to operations organized by civilian or military rescue services or specialized bodies, up to the limit listed in the «Schedule of Coverages,» if necessary following the disappearance of or bodily injury to the Insured, during Ski activities, excluding search and rescue expenses outside of marked runs.

Only the expenses incurred by bodies licensed to come to the aid of the Insured and billed to him shall be eligible for reimbursement.

### PER COVERAGE LIMITATION OF AIG'S COMMITMENTS:

In case of loss, our benefit may in no case exceed the totals set out below:

- **CANCELLATION:** €8,000€ including all charges per rental and €38,000 per event.
- **STAY INTERRUPTION:** €6,500 including all charges per rental and €32,000 per event.
- **HOLIDAY CIVIL LIABILITY:** €2,500,000 including all charges In case of fire, explosion, or water damage, for property damage caused to movable property and real estate, €500,000 including all charges for rights of action for neighbours and third parties, €8,000 including all charges In case of accidental property damaged caused to movable property and real estate
- **SEARCH AND RESCUE EXPENSES:** €3,500 including all charges per person and €15,000 per event.

## ARTICLE 5: EXCLUSIONS COMMON TO ALL COVERAGES

Losses resulting from the occurrence of the following events shall always be excluded from all contractual coverages:

- Accidents intentionally caused or provoked by the Insured or beneficiary of the contract.
- Consequences of suicide or attempted suicide by the Insured.
- The absorption of drugs, narcotics, similar substances, and medications not prescribed by a licensed medical authority and their consequences.
- The consequences of the Insured's inebriated condition characterized by a blood alcohol level equal to or greater than that set by French law governing automobile operation.
- Nervous or mental illnesses, unless otherwise provided in the present contract.

Accidents occurring under the following circumstances are also excluded:

- When the Insured practices a sport professionally, practices or takes part in an amateur race requiring the use of a motorized land, air, or water vehicle, or skiing off marked runs.

- When the Insured uses a ULM, hang glider, sail wing, parachute, or paraglider as a pilot or passenger.
- When the Insured participates in brawls (except in cases of legitimate defence), crimes, or bets of any kind.
- The consequences and/or events resulting from Civil or Foreign Wars, riots, popular movements, strikes, acts of piracy, acts of terrorism, any effect from radioactive sources, Epidemics, pollution, Natural Catastrophes, or climate events, except within the framework of the provisions on compensation for victims of Natural Catastrophes set out in Law 86-600 dated 07/13/1986.
- All trips with destinations in, or made in, or in transit through the following countries shall always be excluded from benefits under the contractual coverages: Afghanistan, Cuba, Liberia, and the Sudan.
- Any Insureds or Beneficiaries listed in any official, governmental, or police databases of persons known or suspected to be terrorists, any Insureds or Beneficiaries who are members of terrorist organizations, narcotics traffickers, or involved as suppliers in the illegal trade of nuclear, chemical, or biological weapons are always excluded from benefits under the contractual coverages.

## **ARTICLE 6: WHAT TO DO IN CASE OF A LOSS ?**

### **ARTICLE 6.1: FOR ALL COVERAGES IN THE POLICY**

To receive benefits as rapidly as possible, the Insured or his legal representative must, upon penalty of losing the benefit, declare any loss that would incur the coverages in the contract by registered letter as soon as he or she is aware of it:

- Within 5 working days for all coverages.
- Within 15 working days for «Holiday Legal Liability» coverage.

#### **AIG**

Service Indemnisation - 2AU

Tour CB21

16 Place de l'Iris

92040 Paris la défense Cedex

E-mail : [sinistres.fr@aig.com](mailto:sinistres.fr@aig.com)

For failure to comply with the Loss declaration deadline, and where the Insurer establishes that the delay in declaration caused it harm, the Insured shall lose the benefit of the coverage in the policy for the Loss in question, unless this delay is due to a fortuitous case or a case of force majeure.

### **ARTICLE 6.2: DOCUMENTS REQUIRED FOR CLAIM SETTLEMENT**

**IN ALL CASES, THE INSURER WILL NEED THE FOLLOWING ELEMENTS TO PROCESS A CLAIM:**

- The Insured's identification number and Policy No.
- A copy of the application for this policy.

**Additionally, depending upon the circumstances, the Insurer may also need the following documents:**

#### **FOR STAY CANCELLATION OR MODIFICATION COVERAGES:**

- The nature of the cancellation (Illness, career problems), the name and address of the Insured's Service Provider.
- The bill for reservation of the Stay or rental agreement, medical certificates, Social Security disbursements or attestations of refusal of coverage, Court summonses, attestation order or decree provided by local or prefectural authorities for natural catastrophes or site closures, copies of the order published in the Official Journal decreeing a state of natural catastrophe, and all information necessary to prepare the claim, to help prove the grounds and amount of the claim.
- A spontaneous declaration of any similar coverages of which the Insured is a beneficiary through other insurers.

#### **FOR STAY INTERRUPTION COVERAGE:**

- The original bill for unused ground services prepared by the Service Provider.
- All original documents and information justifying the grounds for the Insured's claim.

#### **FOR HOLIDAY LEGAL LIABILITY COVERAGE:**

- A declaration on honour mentioning the details of the circumstances and consequences.

- All correspondence, written statements, summations, and legal notices related to the Claim.
- Information about any proceedings and investigations concerning the Insured related to the declared Claim.

#### **FOR SEARCH AND RESCUE EXPENSE COVERAGE:**

- The original bills from the licensed search and rescue organizations that intervened.

**The Insured may not propose any agreement, promise, offer, payment, or compensation without the Insurer's written approval.**

If additional medical documents or any other documentation of the coverages concerned become necessary for the payment of the Claim, the Insured will be personally informed by the Claim Management Centre or the Insurer.

### **ARTICLE 6.3 : CLAIM SETTLEMENT**

#### **Evaluation of the Loss**

**The Insured or his or her legal representative shall agree to submit all documents to the Insurer necessary to evaluate whether or not the declared Loss fits within the scope of the requested coverage. If the Insured or his or her legal representative refuses to submit these documents or to submit to a medical examination by an expert doctor acting on behalf of the Insurer without valid reason, and if after notification given 48 hours in advance by registered letter, the Insured continues his or her refusal, the Insured or Beneficiary (Beneficiaries) shall lose any right to compensation.**

**If additional medical documents or any other documentation of the coverages concerned become necessary for the determination of its rights, the Insured or his or her legal representative shall be personally informed by letter.**

**If an expert audit becomes necessary for the settlement of the Claim and the Insured or his or her legal representative refused to submit to such an audit without valid grounds, and if he or she persists in this refusal after an opinion given within forty-eight hours to the Insurer by registered letter, the Insurer will be obligated to decline all right to compensation for the Claim in question.**

#### **Aggravation independent of an accidental or pathological event**

If the consequences of an Accident are aggravated by the health status, existence of a prior condition, an empirical treatment, or the Insured's refusal or negligence in submitting to medical care necessitated by his or her state, the benefit shall be calculated not based on the actual outcomes of the case, but on those that would have occurred to a subject in normal health subjected to rational and appropriate medical treatment.

#### **Appraisal**

In case of disagreement between the parties, each shall choose an appraiser. If the appraisers thus designated do not agree, The Presiding Judge of the competent Court for the Insured's place of Domicile shall appoint a third appraiser. This nomination shall take place by simple request from the first party to take action at least 15 days after the sending the other party a formal notice by registered letter with advice of delivery.

Each party shall pay its appraiser's expenses and fees, and if necessary, half of the fees for the third appraiser and the expenses for his or her nomination.

No claim may be brought against the Insurer until the third party appraiser has settled the dispute.

#### **Settlement Deadline**

The benefit shall be payable without interest within 15 days of being established. Payment of the benefit shall be final and shall release the Insurer from any later claims related to the Loss or its consequences.

### **ARTICLE 6.4 : SUBROGATION**

In conformance with Article L 121-12 of the Insurance Code, the Insurer shall be automatically substituted for the Insured's rights and actions concerning third parties up to the total of the benefits paid.

According to the terms of the Insurance Code, the Assister shall be substituted for the Subscriber's and Insured's rights and actions against any liability for the Claim up to the amount of the expenses that it incurred.

Similarly, if all or part of the services provided in execution of the policy coverages are completely or partially covered by an insurance policy, a Medical insurance organization, the Social Security agency, or any other institution, the Assister shall be substituted for the Insured's rights and actions toward the aforementioned institutions and policies.

# MISCELLANEOUS PROVISIONS

## RISK DECLARATION

In compliance with the law, this contract shall be established based on the Insured's declarations. Therefore, he or she must respond to the questions posed by the Insurer, which are intended to help it assess the risks for which it is responsible.

## PENALTIES FOR MISREPRESENTATION

In compliance with the provisions of the Insurance Code, any intentional concealment or misrepresentation by the Subscriber or Insured bearing on components of the risk shall be penalized by nullification of the policy.

## LIMITATION

In conformance with the provisions set out in articles L114-1 and following of the Insurance Code, all actions deriving from an insurance policy shall be limited to two years from the event that gave rise to them.

However, this period shall not start:

- 1 -In case of concealments, omissions, misrepresentations or inaccuracies about the risk involved, until the day the Insurer learned of them;
- 2 - in case of Losses, on the day when the interested parties became aware of them, if they can prove that they were unaware until that point.

When the Insured's action against the Insurer results in recourse to a third party, the limitation period will only begin on the day the third party brought legal proceedings against the Insured or when the third party was compensated by the Insured.

This limitation may be interrupted by one of the ordinary causes for interruption of limitations, in particular by:

- Any legal subpoena including a summary one, any command or seizure, served to the person that one wants to inhibit from limiting;
  - Any unequivocal acknowledgment by the Insurer of the Insured's priority right, or any acknowledgment of a debt owed by the Insured to the Insurer;
- As well as the following other cases set out in article L114-2 of the insurance code:
- Any naming of an appraiser following a Loss;
  - Any sending of a registered letter with advice of delivery by:
  - The Insurer to the Insured for non-payment of the premium;
  - The Insured to the Insurer to settle the benefit.

By derogation to article 2254 of the Civil Code, the parties to the insurance policy may not, even by common agreement, either modify the duration of the limitation, or add to the causes of its suspension or interruption

By derogation to article 2254 of the Civil Code, the parties to the insurance policy may not, even by common agreement, either modify the duration of the limitation, or add to the causes of its suspension or interruption.

## CLAIMS - MEDIATOR - SUPERVISORY AUTHORITY

For all problems related to the terms of application of the present policy, the Insured or his or her legal representative may write to AIG – Département Communication - Tour CB 21-16 place de l'Iris 92040 Paris la Défense Cedex. In particular, this letter must include: The policy no., the nature of the claim, the other reference information included on letters received from the Insurer, the telephone no. and the hours during which the Insured or his or her legal representative may be contacted. If the disagreement continues after the response provided by AIG, the Insured or his or her legal representative may refer the matter to the Mediator of the Fédération Française des Sociétés d'Assurances (French Federation of Insurance Companies). The contact information for the Mediator shall be provided to him or her by simple written request sent to the Insurer at the address above.

The authority responsible for oversight of the Insurer is: L'Autorité de Contrôle Prudential (ACP - Insurance Regulatory Authority) - 61 rue Taitbout - 75009 Paris.

## ELECTION OF DOMICILE

The Insurer and its authorized agents shall elect domicile at the Insurer's headquarters

AIG - TOUR CB 21-16 PLACE DE L'IRIS 92040 PARIS LA DÉFENSE CEDEX.

## LAW AND APPLICABLE LANGUAGES

The present policy is governed by French law. The contracting parties shall agree to be subject to the jurisdiction of French courts and waive all proceedings in any other country.

## **DECLARATION OF OTHER INSURANCE**

If during the insurance period of this policy, the Subscriber has subscribed to other insurance policies for identical risks, he or she must declare this to the Insurer upon penalty of the sanctions set out in the Insurance Code, which are nullification of the policy and a reduction of benefits.

## **REQUEST FOR INFORMATION**

It is agreed that at any time, the Insurer reserves the right to ask the Subscriber for any information to help it assess proper value and changes in the risk associated with the policy.

## **CHANGE OF STATUS**

The Insured shall be responsible for informing the Insurer within 15 days of the date upon which the Insured became aware of any change affecting at least one of the elements listed in the Special Terms and Conditions.

**Aggravation of the risk:** If the change constitutes an aggravation of the risk, the Insurer may either cancel the policy, or offer the Insured a new rate. In the latter case, if the Insured does not follow upon this proposal or if he or she expressly refuses this new rate within 30 days of receiving the offer, the Insurer may terminate the policy after this period. The termination shall take effect 10 days after the expiration of this 30-day period.

**Reduction of the risk:** If the change constitutes a reduction of the risk, the Insurer shall notify the Insured of a reduction in the premium within 30 days. If after this 30-day period, the Insurer has not notified the Insured or if the premium has not been reduced, the Subscriber may terminate the policy.

## **SUBMISSION OF THE INFORMATION NOTICE**

According to article L.140-4 of the Insurance Code, the Subscriber agrees to send an information notice drafted for this purpose to any Insured subscribing to the present policy.

## **MULTIPLE INSURANCE POLICIES**

In no case may an Insured be covered by more than one subscription to the present policy even if he or she has paid dues several times. If that is the case, the Insured shall be limited to the coverages and coverage ceilings related to one subscription to the present policy in all cases.

## **CORRESPONDENCE**

Any request for information or additional precision, and any declarations of loss must be sent to:

**AIG  
Tour CB21  
16 Place de l'Iris  
92040 Paris la défense Cedex**

All correspondence must be sent in the formats prescribed by regulations currently in force.

If the Insured sends his email and/or mobile phone contact information, AIG reserves the right (unless the Insured exercises his right to opposition) to send him information by email and/or text message.

## **LAW ON INFORMATION TECHNOLOGIES AND CIVIL LIBERTIES (Law No. 7801 dated 01/06/78)**

The data concerning Insureds collected at subscription and declarations of loss are necessary to the processing of the subscription and or loss. They are intended for the authorized persons at AIG. and its intermediaries, partners, and service providers for the purposes of subscription, management and execution of policies as well as for the purposes of managing and monitoring losses and may also be sent to Travel Guard Worldwide Inc., located in the United States. They may also be sent to co-insurers and reinsurers as well as to authorized professional bodies responsible for intervening under the policy to prevent or combat fraud. In compliance with the authorization from the CNIL (French Data Protection Authority), data related to the subscribed policies (especially including identification data, policy characteristics, coverages subscribed and premiums) as well as the data on losses may be sent to AIG Technology and Operations Management Corporation outside of the European Economic Area for the purposes of IT subcontracting. AIG Technology and Operations Management Corporation and Travel Guard Worldwide Inc. have both signed an agreement with AIG to agree to comply with its instructions as well as the level of personal data protection offered by European law. Any irregular declaration may be subject to special processing designed to prevent fraud.

The insured may access or correct data concerning him or her by writing to AIG - Tour CB21 - 16 Place de l'Iris - 92040 Paris La Défense Cedex, and providing his or her first and last names, address, and where possible his customer number, accompanied by a copy of his or her identification

card. The insured may also oppose the usage of his contact information and non-sensitive data, which may be sent to other companies in the AIG Group or to other companies or association, for purposes of commercial prospection by a simple letter sent to the address mentioned above.

As part of the assistance services, in order to monitor the quality of the services provided, telephone conversations between Insureds and the Assister's departments may be recorded.

In compliance with articles 32 and following of Law no. 78-17 dated January 6, 1978 as modified, on computer data, files and liberties, the Insured is informed that his or her personal data that shall be collected during his or her call are indispensable to the implementation of the assistance services defined in these general terms and conditions.

A failure to reply shall entail the lapse of the coverage set out by this policy.

This information is intended for the Assister's internal use as well as for the use of the persons called upon to intervene, and who are responsible for approving, managing, and executing the policy, up to the limits of their respective powers.

The Insured shall have the right to access and correct his or her personal data by contacting the Legal Department of the Assister c/o AIG at the address listed above.

#### **APPLICABLE LAW AND JURISDICTION**

The present policy is governed by French law. The contracting parties shall agree to be subject to the jurisdiction of French courts and waive all proceedings in any other country.

