

### Product: LOCPLUS INSURANCE 1029345

This informational document presents you with a summary of the main coverage and exclusions of the product. It does not take into account your specific needs and requests. You will find complete information on this product in the pre-contractual and contractual documents.

#### What type of insurance is it?

The primary aim of LocPlus insurance is to cover you in the event of the cancellation of a trip, the interruption of a trip and the late arrival at a holiday destination, as well as in the event of damages caused to rented properties belonging to owners.



#### What is insured?

Insured parties benefit from coverage within the limits set out in the Table of Benefits in the Specific Terms and Conditions.

#### CANCELLATION / INTERRUPTION / LATE ARRIVAL COVERAGE:

##### Systematically extended coverage:

- ✓ Health problem or death of the Tenant or of a Near Relation, or of the person responsible for professionally replacing the Insured Party or their Partner or responsible for caring for children.
- ✓ Dismissal, transfer, loss or modification of holiday dates by the employer of the Insured Party, procurement of paid employment or a service provision assignment.
- ✓ Damages from water and frost, Fire, Explosion, Theft making the Insured Party's residence or the company unusable and requiring their presence on site.
- ✓ Site ban due to natural disasters, technological disasters, terrorist attacks, pollution, storms, forest fires, riots.
- ✓ Administrative or medical summons, or for a re-take exam within the framework of higher education or for adoption.

##### Extension of coverage depending on the choice of the tourism expert or the Owner:

- ✓ Lack or excess of snow
- ✓ Cultural, sporting or professional event
- ✓ Health cure
- ✓ Epidemic/Pandemic
- ✓ Rescue costs / Repatriation of the Tenant
- ✓ Search and Rescue fees
- ✓ Coverage for the safe arrival of the Tenant

#### PROPERTY DAMAGE COVERAGE:

- ✓ Personal belongings of the Tenant in the event of Fire, Explosion or Damage from water and frost.

#### CIVIL LIABILITY COVERAGE:

- ✓ Fire, Explosion, Damage from water and frost and glass breakage.
- ✓ Claims by neighbours and Third Parties.



#### What is not insured?

- ✗ Dismissal for gross misconduct,
- ✗ Any manifestation of relapses, worsening health or complications in the months preceding the reservation,
- ✗ Pregnancy, except for any complications due to this (miscarriage, childbirth and so on)
- ✗ Spa therapy, (unless following an accident or illness), psychological or psychotherapeutic treatment, including a breakdown, except in the event of hospitalisation,
- ✗ Accidental material Damages and theft occurring more than 7 days before the holiday start date
- ✗ Wear and tear, lack of maintenance and purely aesthetic damages.



#### Are there exclusions to the coverage?

##### Main exclusions (unless otherwise stated)

- ! A deliberate act of the insured party,
- ! The absence of risks,
- ! Epidemics and pandemics recognised by the national or international health authorities being subject of an emergency public health declaration or leading to a public health policy,
- ! Foreign war and civil war,
- ! The direct or indirect effects of explosion, heat release, irradiation resulting from the transmutation of nuclei of a biological or chemical nature,
- ! The consequences of serious accidents occurring before the date on which the Insured Party's coverage begins,
- ! Accident caused by practicing a sport as a professional as well as air sports, bobsleigh, skeleton, rock-climbing, ice-hockey, motor sports, scuba diving, etc.
- ! Accidents due to alcoholism, drunkenness, use of medication, drugs or narcotics which are not medically prescribed.
- ! Health cure.



## Where am I covered?

- ✓ The contract covers rental properties located in mainland France.



## What are my obligations?

### Upon taking out the policy:

- Accurately declare the identity of the tenants.
- Provide all the requested supporting documents.
- Pay the premium.

### During the contract:

- Declare any new circumstances which may increase the risks taken or create new ones.

### In the event of an incident:

- Declare to the Insurer, within five working days, the details of any incident likely to call on one of the benefits and attach all documents useful to the assessment of the incident.



## When and how must payments be made?

- The premium is due in advance of the date indicated by the Insurer or their representative.
- The payment is made by bank card, transfer, direct debit or by cheque.



## When does coverage start and when does it end?

- The contract comes into force on the reservation date and ends on the date on which the holiday ends as indicated in the rental agreement.
- The contract is agreed upon for a fixed term without automatic renewal.



## How can I terminate the contract?

The commitment is firm and definitive, with no possibility of termination or withdrawal (L.112-2-1-II-3° of the French Insurance Code).

**TENANT RENTAL NOTE**
**SPECIFIC TERMS AND CONDITIONS TO THE INSURANCE CONTRACT LOCPLUS NO. 1029345**
**TABLE OF BENEFITS**

GRANTED	ARTICLE	COVERAGE	EXCESS	LIMIT / RESERVATION
		<b>TENANT COVERAGE</b>		
	<b>6.1</b>	<b>Cancellation / Interruption / Late Arrival</b>		
		- Health problems and death	/	
Yes	6.1.2	- Redundancy / transfer - Removal / Modification of holiday leave, - Divorce / Separation - Station inaccessible - Theft or material damage to a vehicle - Serious material damages - Visa refusal - Theft of an identity card or passport, - Starting a new job - Imperative summons - Site ban	10% (Min. €50)	€25,000
Yes	6.1.3	Extension Lack or excess of snow	10% (Min. €50)	
No	6.1.4	Extension Cultural, sporting or professional event	10% (Min. €50)	
No	6.1.5	Extension Health cure		
		- Health problems and death	/	
		- Other	10% (Min. €50)	
Yes	6.1.6	Extension Epidemic / Pandemic		
		- Health problems / Death / Positive test	/	
		- Denied boarding	10% (Min. €50)	
		- Removal or modification of holiday leave		
Yes	<b>6.2</b>	<b>Cancellation by the owner</b>	10% (Min. €50)	
Yes	<b>6.3</b>	<b>Personal belongings</b>		€2,500
Yes	<b>6.4</b>	<b>Liability for Holidays</b>		
	6.4.1	- Rental liability		€1,500,000
	6.4.2	- Claims by neighbours and third parties		€500,000
	<b>6.5</b>	<b>Additional options</b>		
Yes	6.5.1	- Rescue / Repatriation Fee Option - Rescue Fees - Repatriation	10% (Min. €50)	€10,000 €3,000
No	6.5.2	- Mountain Search and Rescue Fees Option - France - Outside France		Actual costs €15,249
No	6.5.3	- Coverage for safe arrival		€300

**SPECIAL AGREEMENTS**

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**DISREPAIR RATE**

With invoice	5% per year from the date of purchase up to a maximum of 50%.
Without invoice	50% on the basis of the price (including VAT) of an equivalent replacement item.

**GENERAL TERMS AND CONDITIONS OF THE INSURANCE CONTRACT LOCPLUS NO. 1029345**

**ARTICLE 1. CONTRACT PURPOSE**

The purpose of the contract is to cover short term rentals of furnished properties (holiday cottage, bed and breakfast, room or apartment) whether the agreement has been concluded by the Owner or by a tourism professional.

The coverage established in these General Terms and Conditions can only be applied provided that all the provisions of the rental agreement have been respected by the parties and that the deposit or down payment has been paid.

**ARTICLE 2. TERRITORIALITY**

Your coverage is only applicable for rentals of properties located in mainland France.

**ARTICLE 3. EFFECTIVE DATE AND DURATION OF COVERAGE**

Coverage	Start	End
Cancellation	Reservation date	On handing over the keys, the 1 <sup>st</sup> day of the rental
Other	On handing over the keys, the 1 <sup>st</sup> day of the rental	At the end of the rental, upon returning the keys when leaving.

The coverage of your agreement is applied to rentals for a maximum and non-renewable duration of **90 consecutive days**.

**ARTICLE 4. RISK**

Events that call into play the coverage must occur after the rental reservation date or not be known to the Tenant on the day of the reservation. Failing that, the Insurer shall have the right to oppose the risk and refuse to cover it.

**ARTICLE 5. DEFINITIONS**

The words or terms appearing hereinafter and starting with a capital letter will have the following meaning throughout the contract:

**Accident:** unintentional bodily injury resulting from the sudden action of an observed external event.

**Health problem:** any change in health or any unintentional bodily injury suffered by the victim, resulting from a sudden and external event which is verified by a doctor of medicine and requires the cessation of any activity, professional or otherwise, requiring the appropriate care and forbidding the insured party from:

- leaving home or the holiday destination or the hospital facility where the person concerned is being treated or
- the activity which is the purpose of the themed stay reserved.

**Insured Party / You:** natural or legal person who is the beneficiary of the coverage.

**Insurer / Us:** the company mentioned in the Specific Terms and Conditions and their representative.

**Partner:** person joined through marriage or a civil partnership with the Insured Party or commonly regarded as forming a couple with the Tenant, and living under the same roof as the Tenant.

**Damages from water and frost:** damages caused by accidental water leaks or floods resulting from any devices using water or a heating system or by frost.

**Ski area:** mountain area where you can ski and undertake other sporting activities, sliding or otherwise, on the snow during the winter season, including marked trails and off-piste in the vicinity, meaning

accessible via ski lifts and returning through gravity to the skiing area in accordance with law no. 2016-1888 of the 28th of December 2016, known as the Mountain Law.

**Serious material damages:** Damages from water and frost, Fire, Explosion, Theft making the concerned property unusable.

**Personal injuries:** any physical or mental harm suffered by a person.

**Consequential immaterial damages:** any damage other than personal or material damage involving fees and monetary loss resulting from the deprivation of enjoying a right, the interruption of a service rendered by a person or a property, or the loss of a benefit and following covered Personal injuries or Material damage.

**Material damages:** any violation, deterioration, alteration, loss or destruction of a thing or substance, any physical harm done to animals.

**Explosion:** sudden and violent action from the pressure or reduction of pressure of gas or vapor. Explosions or implosions of any kind are covered.

**Excess:** the remaining sum borne by the Insured Party in the event of an Accident.

**Fire:** combustion with flames outside of a normal household.

**Tenant:** any natural person designated (surname, first name, address) on this rental agreement. The Tenant cannot be the Owner, Bare-Owner, free-of-charge occupier or beneficial owner of the rented property.

**Near relative:** Partner, ancestors or descendants up to the second degree, parents-in-law, brothers and sisters, brothers-in-law and sisters-in-law, sons-in-law and daughters-in-law, uncles and aunts, nephews and nieces.

**Owner:** natural or legal person in possession of a property, allocated for holidays, which they offer, directly or via an intermediary, for rent for a tourism clientele.

**Incident:** a random event likely to invoke the benefits of this agreement. If the Incident has several causes, only the first causes produced or cited by the Insured Party will be retained. The damages, regardless of their spread over time, having the same cause and the same origin, constitute one single Incident.

**Balance due:** difference between the total amount of the reserved holiday and the amount of the down payment or the deposit already paid at the time of the Incident.

**Policyholder:** contract signatory established under this name in the Specific Terms and Conditions.

**Third Parties:** natural or legal persons other than:

- the Tenant and their Near relatives,
- the Owner and their Near relatives,
- any Party to this contract,
- their employees or associates.

**Disrepair:** depreciation resulting from the use, wear and tear, maintenance or years of service of the property.

**Theft:** fraudulent dispossession of an insured property.

## ARTICLE 6. THE TENANT'S COVERAGE

### 6.1. CANCELLATION / INTERRUPTION / LATE ARRIVAL

We refund you for the covered Benefits not used and not refunded when one of the covered Events occurs and forces you to cancel your stay, to postpone the start of your stay or to interrupt your stay.

#### 6.1.1. Covered services

- The main provision of accommodation (holiday cottage, bed and breakfast, room or apartment).
- Ancillary leisure, sports and professional benefits purchased at the same time as the accommodation provision from the same supplier.

The insurance covers only the services taken into account on the basis of the insurance premium and within the limits of the amount declared, after deduction of administrative fees, cleaning fees, tourist tax and the insurance premium.

#### 6.1.2. Events covered

- a) Health problems and death
- of the Tenant or a Near relative,
  - of the person charged with:
    - o caring for your under-age or disabled children,
    - o replacing you professionally (if you are self-employed or independent professional, in the medical or paramedical profession). This event also applies to your Partner and, in any case, only if a replacement agreement has been signed and settled before the reservation date.

#### The following is not covered:

- **any manifestation of relapses, worsening health or complications in the months preceding the reservation,**
- **pregnancy**, except for any complications due to this including, miscarriage, childbirth and so on, in the month prior to the start of your stay,
- **spa therapy**, (unless following an accident or illness), **psychological or psychotherapeutic treatment, including a breakdown**, except in the event of hospitalisation for at least 3 days,
- **Incidents due to alcoholism, drunkenness, drugs or narcotics, use of non-medically prescribed medications**
- **suicide or attempted suicide.**
- **practicing a sport as a professional as well as air sports, bobsleigh, skeleton, rock-climbing, ice-hockey, motor sports, scuba diving.**

- b) Your redundancy or professional transfer.
- c) The removal or modification of your holiday leave dates by your employer provided that the holiday leave had been agreed upon before the reservation of the rental.
- d) Your divorce or separation registered with the court office provided that the procedure was initiated after the reservation date.
- e) Roadblocks or strikes, floods or natural events, preventing movement on the rental start day and the following 48 hours.
- f) Theft or accidental Material Damages to your vehicle on the condition that it cannot be repaired, found or replaced before the holiday start date.
- g) Visa refusal for one of the Tenants by the authorities of the visited country, provided that the request was made within the time period required by the competent authorities of this country.

- h) Theft of the identity card or passport belonging to one of the Tenants within the 24 hours before your departure, preventing you from satisfying the border police's formalities.
- i) Serious material damage to your home or your secondary residence or your company's premises and which justifies your imperative presence on site.
- j) Finding employment or service provision assignment lasting at least three months, the dates of which totally or partially prevent the stay, provided that it is not an extension or a renewal.
- k) Summons which is imperative and cannot be delayed from the judicial administration as a juror, for adoption, for a medical exam, an organ transplant or a re-take exam for higher education.
- l) The occurrence of one of the following events leading to the local competent administrative authorities banning access to the site within a 5 km radius, provided that in the 48 hours preceding the holiday start date, no release of the ban has been published by said authorities:
  - natural disaster under French law no. 82-600 from the 13th of July 1982,
  - technological disaster under article L. 128-1 of the French Insurance Code,
  - attack under article L. 412-1 of the French Criminal Code,
  - pollution, storm, forest fire, riot.

#### The following is not covered under:

- **b):**
  - o **the managers and legal representatives of the company, liberal professions and independent workers (including tradespersons and entertainment workers),**
  - o **termination of employment, end of temporary contract and resignation,**
  - o **dismissal for gross misconduct,**
- **d): separation of cohabitants,**
- **f) and i): accidental Material damages and theft occurring more than 7 days before the holiday start date.**
- **j): employer change at your initiative.**

### EXTENSIONS

The following events are only covered if they are indicated as granted in the Specific Terms and Conditions.

The other clauses, benefits and exclusions of the agreement that do not contradict the following stipulations continue to apply.

#### 6.1.3. Lack or excess of snow

For holidays in winter sports resorts, the coverage is extended to cancellations which follow the closure, within the 48 hours preceding the holiday start date, of more than 2/3 of the station's Ski area due to the lack or excess of snow.

This coverage only applies to stays between 15 January and 15 March of each year, unless special agreements.

#### 6.1.4. Cancellation of a cultural, sporting or professional event

The coverage is extended to cancellations and interruptions which follow the definitive cancellation of the cultural, sporting or professional event which you were going to attend and which justified your stay.

#### 6.1.5. Health cure

The coverage is extended to holidays with the purpose being a health cure when the cancellation, interruption or late arrival is due to:

- one of the covered Events,
- the closure of the spa establishment.

In addition to the covered Services, we also cover the additional treatments and comfort services invoiced by the spa establishment not covered by Social Security or your additional insurance policies.

**Cancellation, interruption or late arrival due to a medical ban on treatments or your compulsory and/or additional health insurance plans refusing to cover them are not covered.**

#### 6.1.6. Epidemic / Pandemic

The coverage is extended to cancellations, interruptions and late arrivals resulting from one of the following events when the origin is the occurrence of a severe acute respiratory syndrome (SARS), bird flu, the A-H1N1 influenza (swine flu), Covid-19 or any epidemic or pandemic recognised by the national or international health authorities subject to a public health emergency declaration or leading to a public health policy involving limiting and restrictive measures in terms of movement of peoples and sanitary treatment:

- a) Health problems for the Tenant or hospitalisation of a Near relative
- b) Death of the Tenant or a Near relative
- c) Isolation period imposed by the competent authorities after being declared contact or following a positive test
- d) Boarding refused by the transporter justified by a temperature higher than the temperature accepted for boarding subject to a test within 48 hours:
  - o If you are unable to leave: we cover the entirety of the covered Services which have not been used and not refunded.
  - o If you are able to leave: we cover the entirety of the covered Services which have not been used and not refunded between the initial departure date and the arrival date.

### 6.2. CANCELLATION BY THE OWNER

In the event that the rented property is unavailable due to:

- Serious Material damage occurring in the preceding months and which cannot be resolved before the holiday start date,
- Health problem or death of the Owner,
- sale of the rented property,

we cover:

- if the Tenant is offered alternative accommodation by the owner and they accept it: the difference between the cancelled rental and the alternative accommodation **up to 25% of the amount of the cancelled rental.**
- if the Tenant is not offered alternative accommodation by the Owner or they do receive an offer but refuse it: double the down payment or deposit paid for the cancelled rental.

We retain our right of recourse against the Owner, in particular to proceed by any means at our convenience, to the recovery of the sums paid to the Tenant.

### 6.3. PERSONAL BELONGINGS

We cover the damages caused to goods belonging to you following a Fire, Explosion or Water and Frost Damage occurring in the rented property throughout the duration of your stay.

The depreciation rate indicated in your Specific Terms and Conditions shall be applied.

**The following is not covered:**

- wear and tear, lack of maintenance and purely aesthetic damages not disturbing the normal use of the goods,
- Theft.

### 6.4. LIABILITY FOR HOLIDAYS

Holiday Civil Liability coverage is only granted in addition to or in the absence of any Civil Liability insurance taken out by the Tenant.

In the event of Fire, Explosion, Water or Frost damage and glass breakage occurring in the property rented by you, we cover:

#### 6.4.1. Rental liability

- the financial consequences of your liability, pursuant to articles 1732 and 1735 of the French Civil Code, for the Material Damages and consequential Immaterial Damages caused to property and furniture belonging to the Owner.

#### 6.4.2. Claims by neighbours and Third Parties

- the financial consequences of your liability, pursuant to articles 1240 and 1242 of the French Civil Code, for the Material Damages caused by neighbours and third parties, and for which the Rental Liability coverage above has come into play.

### 6.5. ADDITIONAL OPTIONS

The following events are only covered if they are indicated as granted in the Specific Terms and Conditions.

The other clauses, benefits and exclusions of the agreement that do not contradict the following stipulations continue to apply.

#### 6.5.1. Rescue / Repatriation Fees

##### Rescue Fees:

We cover the search and rescue fees implemented by a body authorised to come to your aid.

##### Repatriation:

In the event that a stay is interrupted due to a covered health problem, we cover the transport costs not initially foreseen and incurred for you as well as that of other Tenants.

#### 6.5.2. Mountain search and rescue fees

The guarantee is acquired in the event of an Accident occurring on the Ski area, for all stays between the official opening and closing dates of the Ski area.

It applies in mainland France and in bordering countries with which the resort shares the same Ski area.

##### a) Mountain search and rescue fees

We cover the search and rescue fees in the mountains invoiced by a company duly approved for these activities and mandated by the local authorities.

##### b) Initial transport fees

We cover the cost of the first transport, i.e. the transfer from the place of the Accident to the nearest medical centre able to provide first aid, and the return to the place of your stay on the day of the Accident.

We also cover your direct evacuation from the place of the Accident to a medical centre outside the resort, only in the event of an emergency or medical necessity.

##### c) Secondary transport fees

We cover the cost of transferring you from the resort and/or a hospital to a more suitable medical centre, as well as the cost of returning you to the place of your stay on the day of the Accident.

#### 6.5.3. Coverage for safe arrival

We cover the costs of transport, accommodation and catering which weren't initially foreseen, incurred, in the 24 hours following the event, in order to arrive at the holiday destination following a traffic accident or a breakdown of your personal means of transport when



this cannot be repaired or replaced within a period enabling transport on the date set out in the rental agreement.

**The following is not covered:**

- costs for returning, repairing or towing the vehicle,
- accidents and breakdowns due to the vehicle's lack of maintenance.

**ARTICLE 7. COMMON EXCLUSIONS**

**The following is not covered unless otherwise stipulated:**

- damages directly or indirectly linked to:
  - o epidemics and pandemics recognised by the national or international health authorities being subject of an emergency public health declaration or leading to a public health policy involving limiting and restrictive measures regarding the movement of peoples and sanitary treatment,
  - o foreign war and civil war,
  - o all the direct or indirect effects of explosion, heat release, irradiation resulting from the transmutation of nuclei or the radioactivity of an explosion of any substance or contamination of a biological or chemical nature,
- the insured party's intentional act
- the absence of risks,
- health cures,
- the cost of disinfection, disinfestation and deratting
- administrative fees, cleaning packages, tourist tax appearing in the rental agreement, as well as the insurance premium, airport charges (refunded by the transporter or any collecting body) and visa fees are not refundable.

**ARTICLE 8. IN THE EVENT OF AN INCIDENT**

**8.1. OBLIGATIONS**

You must:

- immediately take all the necessary measures to limit the significance of the damages and save your belongings,
- provide us with all the information necessary for analysing the damages and determining their value,
- inform us of the Incident under the conditions set out below.

**8.2. FORMALITIES**

Declarations must be made to the following address: <https://www.sam-loisirs.com/>

**8.3. DECLARATION DEADLINE**

Except in the case of force majeure, you must declare the Incident to us within 5 working days as soon as you become aware of it.

If the Incident is not declared within the established period and if we decide that this delay has caused us harm, we can invoke a lapse of our coverage, unless your delay is the result of a force majeure event, in accordance with article L. 113-2 of the French Insurance Code. If the other obligations set out above are not respected (except in the event of force majeure), we can pay you compensation that is proportional to the loss suffered by us.

You will no longer have the right to coverage if you knowingly:

- make false declarations about the date, the nature, the causes, the circumstances or the consequences of the Incident,
- voluntarily use inaccurate documents as supporting documents or use fraudulent means,

- do not declare the existence of other insurance policies covering the same risk,
- fail to make us aware of the recovery of the stolen goods.

**8.4. SUPPORTING DOCUMENTS**

**You are responsible for supporting your compensation claim through documents establishing the facts.**

For this reason, you must send us:

- as soon as the declaration of the Incident is made:
  - The rental agreement,
  - A letter or email detailing the date, the nature and the exact circumstances of the event,
  - Any objective document establishing the event at the origin of the Incident (medical certificate, death certificate, etc.).
- upon receiving our acknowledgment of receipt: additional supporting documents we ask you to provide.

We reserve the right to request any additional documents in order to assess the legitimacy of the your request.

**We inform you that we reserve the right to refuse your request if the declared facts do not justify the benefit of coverage.**

**8.5. EXPERT ASSESSMENT**

The damages to covered goods are evaluated by mutual agreement or by default, by an amicable expert assessment, subject to the respective rights of the parties. Each of the parties chooses an expert. If the assigned experts do not agree, they will appoint a third expert. The three experts will work together to achieve a majority vote.

Should one of the parties fail to appoint their expert, or should the two experts fail to agree on the choice of the third, the appointment will be made by the competent judicial authority. This appointment is made via a written request signed by both parties, or by one, the other party having been summoned by registered letter.

Each party pays their expert's fees. The third party expert fees and the fees for their appointment if they exist, are covered equally by the Insured Party and the Insurer.

**8.6. PAYMENT OF COMPENSATION**

Subject to the application of an exclusion or a lapse of coverage, any insurance benefit will be paid within ten (10) working days following the declaration of the Incident once the benefit conditions are fulfilled and subject and all requested supporting documents have been sent to us.

Unless otherwise stated, the compensation payment will be made to the Policyholder who will distribute it between the Insured Parties.

**8.7. COVERAGE TERMS AND CONDITIONS:**

**The coverage is applied within the limits set out in the Table of benefits which appears in the Specific Terms and Conditions.**

In the event of a cancellation by a Tenant who refused the coverage during the booking, we will deduct from the compensation due to the Owner the amounts already paid as well as the amount due, but not yet collected, on the date of cancellation:

- the down payment amount a minima,
- the entirety if the cancellation is made within the 30 days which precedes the holiday start date unless the general rental terms and conditions are more favourable to the Tenant.

In the event of a group booking, any partial cancellation from one or several people will lead to a prorata refund of the total number of participants.

For Tour Operator reservations, the cancellation fees paid to the Policyholder under the agreement made with said Tour Operator will be deducted from the amount of our compensation.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1. PRESCRIPTION

Prescription is the period beyond which no claim will be admissible. Any legal action arising from the contract is time-barred from the event giving rise to it under the conditions provided for in Articles L. 114-1 to L. 114-3 of the French Insurance Code.

**Article L. 114-1 of the French Insurance Code:** "Any actions arising from an insurance contract are time-barred after two years from the event giving rise to it. However, this period shall run:

1. In the event of concealment, omission, false or inaccurate declaration on the risk involved, only from the day on which in the insurer became aware of it;
2. In the event of an incident, only on the day on which the interested parties became aware of it, if they prove that they were unaware up to that point. When the insured party's action against the insurer is based on the action of a third party, the prescription period only runs from the day on which this third party has taken legal action against the insured party or has been compensated by the latter.

The prescription is extended to ten years in life insurance contracts when the beneficiary is a person separate from the policyholder and, in insurance contracts against accidents affecting people, when the beneficiaries are the rightful claimants of the deceased insured party. For life insurance contracts, notwithstanding the provisions of 2, the beneficiary's actions are statute-barred at the latest thirty years from the death of the Insured Party".

**Article L. 114-2 of the French Insurance Code:** "The prescription is interrupted by one of the common causes of prescription interruption and by the appointment of experts following an incident. The interruption of the prescription of the action may, however, result from the sending of a registered letter with acknowledgement of receipt sent by the insurer to the insured party regarding the action for payment of the premium and by the insured party to the insurer in respect of the settlement of the compensation.

The common causes of prescription interruption (articles 2240 et seq. of the French Civil Code) are: acknowledgement by the debtor of the right of the person against whom they prescribed; legal action, even in summary proceedings; a precautionary measure taken pursuant to the French Code of Civil Enforcement Proceedings or an act of forced execution; the appeal referred to in Article 2245 of the French Civil Code."

**Article L. 114-3 of the French Insurance Code:** "By way of derogation from article 2254 of the French Civil Code, the insurance contracting parties may not, even by common consent, modify the prescription period, or add to these grounds of suspension or interruption."

The common causes of prescription interruption mentioned in article L.114-2 of the French Insurance Code are those established in articles 2240 to 2246 of the French Civil Code, laid out below:

**Article 2240 of the French Civil Code:** "The acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the period of prescription."

**Article 2241 of the French Civil Code:** "Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the delay of foreclosure. The same occurs when the demand is brought

before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect."

**Article 2242 of the French Civil Code:** "The interruption resulting from the judicial demand has continuous effect until the proceedings terminate."

**Article 2243 of the French Civil Code:** "Interruption fails to occur if the plaintiff abandons his judicial demand or allows the proceedings to lapse, or if the demand is definitively rejected."

**Article 2244 of the French Civil Code:** "The period of prescription or the period of foreclosure is also interrupted by a conservatory measure taken in application of the Code of the Civil Procedures of Enforcement or of an act of forced execution."

**Article 2245 of the French Civil Code:** "The calling in of one joint debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs.

But the calling in of one of the heirs of a joint debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in case of a mortgage claim, if the obligation is divisible. This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound.

To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgment must be addressed to all these heirs."

**Article 2246 of the French Civil Code:** "A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety."

### 9.2. SUBROGATION

In accordance with article L. 121-12 of the French Insurance Code, we are automatically subrogated in any of the Insured Party's rights and actions, up to the amount of the insurance claims paid.

### 9.3. FALSE DECLARATION

**IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE L. 113-8 OF THE FRENCH INSURANCE CODE, ANY INTENTIONAL FALSE DECLARATION MADE BY YOU TO MODIFY OUR OPINION OF THE RISK LEADS TO THE NULLITY OF COVERAGE, THE PREMIUMS COLLECTED SHALL BE FULLY VESTED AS DAMAGES AND INTERESTS.**

**IN THE CASE OF CONCEALMENT OR UNINTENTIONAL FALSE DECLARATION IT WILL BE APPLIED TO THE PROVISIONS OF ARTICLE L. 113-9 OF THE FRENCH INSURANCE CODE.**

### 9.4. CLAIM

Any claims must be sent via email to: [reclamation.sam.loisirs@sam-assurance.com](mailto:reclamation.sam.loisirs@sam-assurance.com).

If you are not satisfied with the response, any new request must therefore be sent to the Insurer at the address indicated by SAM.

In the event of disagreement, an appeal may be made to the insurance Ombudsman via: **La Médiation de L'assurance TSA 50110 75441 Paris Cedex 09** [www.mediation-assurance.org](http://www.mediation-assurance.org) and this, without prejudice to other avenues of legal action.

We undertake to acknowledge the reception of a claim in the ten (10) working days following its reception date (unless the response to this complaint is provided within this delay) and to provide an answer to the claim within a maximum of two (2) months following its reception



date (unless there are special circumstances of which the Insured Party will be made aware).

#### 9.5. INSURANCE ACCRUAL

In accordance with article L. 121-4 of the French Insurance Code, someone who is insured with several insurers by several policies, for a same interest, for the same risk, must immediately make each insurer aware of the other insurers. The Insured Party must, during this communication, make the name of the insurer known with whom another insurance has been taken out and indicate the insured amount. When several insurances are taken out without fraud, each of them produces its effects within the limits of the coverage and in compliance with the provisions of the French Insurance Code.

#### 9.6. LAW AND LANGUAGE APPLICABLE TO THE CONTRACT

The pre-contractual and contractual relationships are governed by French law. The French language applies.

Any litigation arising from the execution, non-execution or the interpretation of the contract will be under the jurisdiction of French courts.

#### 9.7. SUPERVISORY AUTHORITY

We are supervised by the ACPR (Autorité de Contrôle Prudentiel et de Résolution) – 4 Place de Budapest CS 92459 75436 Paris Cedex 09.

#### 9.8. INTERNATIONAL SANCTIONS

In accordance with international regulations, the Insurer and/or their agents refrain from delivering insurance services, or paying for incidents which would make the Insurer vulnerable to sanctions, prohibitions by international or trade organisations.

Consequently, no coverage, claim, benefit or response to a claim shall be provided under this contract that would subject the Insurer to any prohibition, sanction or restriction under United Nations resolutions or the trade laws or regulations or economic sanctions of the European Union, the United Kingdom or the United States of America.

Equally, any refund sent to people appearing on the list of asset freezes published regularly by the French Ministry of Finance and Public Accounts who could help or finance terrorist activities are immediately suspended and declared to the civil service so that they can implement the appropriate measures.

#### 9.9. ACTIONS AGAINST THIRD PARTIES

The Insurer who has paid compensation is subrogated, under the terms of article L. 121-12 of the French Insurance code, up to the amount of this compensation, under the rights and actions of the Insured Party against third parties who, through their acts, have caused damage giving rise to the Insurer's liability.

However, this subrogation is not applied to the fixed compensation coverage in the event of a death or the permanent disability of the Insured Party.

### APPENDIX 1: PERSONAL DATA PROTECTION POLICY

In accordance with article 6 of the General Data Protection Regulation, the processing of personal data is necessary for the execution of the insurance contract to which you have subscribed or the execution of pre-contractual measures taken upon your request.

#### Data Controller / Subcontractors / Recipients

Within the framework of your requests (subscription, membership, information, management, execution of the contract) SAM collects data about you for the strict purposes described below.

SAM acts as the Data Controller. The personal data collected may be shared with the following people:

- the contract Insurer and any companies of groups to which they belong,
- public sector bodies,
- data processors, operating under the responsibility of our commercial partners or SAM: subcontractors, technical consultants, experts, lawyers, claims adjusters, repairers, service providers, doctors, and outsourcing companies (complaints, digital, postal services, document management).

#### Commitments

SAM respects the following principles:

- your data is used only for explicit and legitimate purposes, determined in connection with our activity,
- only the data useful to us is collected,
- your data is not kept beyond the duration necessary for the operations for which it was collected, or for those established for the standards and authorisations of the CNIL or by the law,
- your data is only communicated to partners (intermediaries, insurers, reinsurers, services providers or authorised professional bodies) who require it within the framework of our activities,
- we inform you, clearly and transparently, whether when drawing up a quotation, taking out a contract or handling a claim, in particular about the purpose for which your data will be used, the optional or compulsory nature of your answers in the forms and your rights in terms of data protection.

#### Purposes

All personal data collected is only used for the following purposes:

- the creation of client prospection files,
- the transfer, management (including commercial) and the execution of your insurance contracts,
- the fight against money laundering and funding terrorism, with the implementation of contract monitoring that may lead to the drafting of a suspicious transaction report or the freezing of assets,
- the fight against insurance fraud, which may lead to enrolment on a list of people presenting a fraud risk,
- the collection of data relating to offences, convictions and safety measures either from the start of the subscription/membership of the insurance contract, or during its execution or within the framework of litigation management,
- the analysis of all or part of the data collected about you, possibly cross-referenced with those of chosen partners, in order to improve our products (appetence scores) and to personalise your customer path (targeted offers and advertising).

We are legally required to verify that your data is accurate, complete, and, if necessary, up to date. We may ask you to verify it or be required to complete your file.

#### Security

We undertake to ensure the security of your data by implementing data protection reinforced by the use of physical and software security means in accordance with the best industry practice and the standards imposed on us.

#### Hosting

We host all of your data in France. When your data is shared to a partner who hosts data abroad, we ensure that they respect the rules established by regulations.

#### Your rights

- **Right to access:** allows you to obtain information on your personal data and to know what data is held, the purposes of their processing and their recipients.
- **Right of rectification:** allows you to rectify your personal data when it is not accurate and to complete that which is incomplete.
- **Right to forget:** allows you, under certain conditions, to enable the deletion of your data, notably in the following cases:
  - o if your personal data is no longer necessary given the purposes of their processing and that their conservation no longer meets the legal or administrative requirements.
  - o if you remove your consent to their processing.
- **Right of opposition:** allows you, under certain conditions, to object at any time to the processing of your personal data and notably to object to the data being used for marketing purposes.
- **Right to limitation of processing:** allows you, under certain conditions to limit the processing of your personal data, meaning the use that is made of it. For example, if your data is inaccurate, you may request that their processing be limited until they are corrected.
- **Right to portability:** allows you to demand the transmission of your data into an easily reusable format and to share them with a third party.
- **Advance directives:** allows you to establish the directives relating to the disposal of your data after your death.

For more information on your rights, go to the CNIL website ([www.cnil.fr/fr/comprendre-vos-droits](http://www.cnil.fr/fr/comprendre-vos-droits)).

**Data Protection Officer:**

You may exercise your rights through our Data Protection Officer either via email ([dpo@sam-assurance.com](mailto:dpo@sam-assurance.com)) or by post (Data Protection Officer – 105 rue Jules Guesde CS 60165 92532 Levallois-Perret Cedex) accompanying your request with a copy of your identification documents.

**Conservation period:**

Personal data is kept by SAM for a duration of five (5) years from the membership end date or in accordance with the specific conditions set out below:

- In the event of an accident - five (5) years from the claim settlement.
- In the event of an incident with bodily damage - ten (10) years from the incident.
- For all information on claims - five (5) years from the reception of the claim.
- For all information on the insurance contract - five (5) years from the expiration, termination or cancellation.

Specific durations may apply in the framework of the financial and accounting obligations, in accordance with the regulations in force.

Personal data is not kept for longer than necessary. It is only kept for the purposes for which they were collected.

**Cold calling**

If you would not like to be subject to commercial prospecting via telephone, you may freely enter yourself onto the BLOCTEL list of people opposed to cold calling.

For more information, visit [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

**APPENDIX 2: INFORMATION SHEET ON THE WORKING OF "CIVIL LIABILITY" COVERAGE IN THE TIME-WARNING**

**Appendix to Article A112 of the French Insurance Code**

This information sheet is delivered to you pursuant to article L.112-2 of the French Insurance Code. It is intended to provide the information necessary for the proper understanding of the functioning of the civil liability coverage over time.

It concerns the contracts signed or renewed after entry into force on the 3rd of November 2003 of article 80 of law no. 2003-706. The contracts signed previously are subject to specific provisions specified in the same law.

**Understanding these terms**

**Harmful event:** occurrence, act or event causing damages suffered by the victim and being the subject of a claim.

**Claim:** responsibility being claimed, either by letter sent to the Insured Party or the Insurer, or by summons to appear before a civil or administrative court. A single Incident can be the subject of several claims, either with a single victim or several victims.

**Coverage validity period:** period between the coverage effective date and, after possible renewals, its Termination or expiry date.

**Subsequent period:** period after the termination or expiry date of the coverage. Its duration is specified in the contract. It cannot be less than five years.

If your contract exclusively covers your personal liability, go to I. If not, go to I and II.

**I. - The contract covers your personal liability**

Outside of any professional activity, the coverage is triggered by the harmful event.

The insurer provides their coverage after a claim following damages caused by others is made and your liability or that of other people covered by the contract is incurred, if the event which caused these damages has occurred between the effective date and the Termination or expiry date of the coverage.

The Incident declaration must be sent to the insurer with whom there is or was valid coverage at the moment when the harmful event occurred.

**II.- The contract covers civil liability (incurred as a result of a professional activity)**

The insurance contract must specify if the coverage is triggered by the "harmful event" or by "the claim".

When the contract has both coverage for your civil liability for professional activities and coverage for your personal liability, these are triggered by the harmful event (see I).

However, certain contracts, for which the law includes specific provisions, derogate from this provision; it is the case, for example, regarding compulsory ten-year insurance for construction activities.

**1. How does the "harmful event" trigger method work?**

The insurer provides their coverage after a claim following damages caused by others is made and your liability or that of other people covered by the contract is incurred, if the event which caused these damages has occurred between the effective date and the termination or expiry date of the coverage.

The Incident declaration must be sent to the insurer with whom there is or was valid coverage at the moment when the harmful event occurred.

**2. How does the "claim" trigger method work?**

Regardless of the case, the Insurer's coverage is not due if the Insured party was aware of the harmful event on the day of taking out this insurance.

**2.1 First case:** the Third Party claim is sent to the Insured Party or the Insurer during the validity period of the coverage.

The Insurer provides their coverage, even if the event which caused the Incident occurs before the coverage is taken out.

**2.2 Second case:** the claim is sent to the Insured Party or the insurer during the subsequent period.

**Case 2.2.1:** the Insured Party has not taken out new liability coverage triggered by the claim covering the same risk. The Insurer provides

their coverage.

**Case 2.2.2:** the Insured Party has taken out new liability coverage triggered by the claim with a new insurer covering the same risk.

It's the new coverage which is implemented, unless the Insured party was aware of the harmful event on the day of taking out this insurance, in which case, the previous coverage applies.

Also, as soon as there is no break between two successive coverage plans and the claim is sent to the Insured Party or to their Insurer before the expiry of the subsequent delay of the initial coverage, one of the two insurers is inevitably competent and covers the claim.

When the initial coverage is triggered during the subsequent period, the compensation limit cannot be less than that of the coverage triggered during the year preceding the date of its termination or its expiry.

### **3. In the event of a change of insurer.**

If you have changed insurers and if an Incident, the harmful event, which occurred before your new contract was taken out, is only the subject of a claim while under your new contract, it must be determined which of the insurer's will cover you. Depending on the type of contract, the old or the new insurer will be called upon. Please see the case types below:

#### **3.1 The old and the new coverage are triggered by the harmful event.**

The coverage which is activated by the claim is the one which is or was valid on the date on which the harmful event occurred.

#### **3.2 The old and the new coverage are triggered by the claim.**

Your old insurer must process the claim if you were aware of the harmful event before taking out your new coverage. No coverage is due from your old insurer if the claim was sent to you or to your old insurer after the subsequent period has expired.

If You were not aware of the harmful event before taking out your new coverage, your new insurer will receive your claim.

#### **3.3 The old coverage is triggered by the harmful event and the new coverage is triggered by the claim.**

If the harmful event occurs during the validity period of the old coverage, the old insurer must process the claims related to the damages which result from this harmful event. In the event that the amount of this coverage is insufficient, the new coverage triggered by the claim will then be required to supplement this shortfall provided that you were not aware of the harmful event before the new coverage was taken out.

If the harmful event occurs before the old coverage came into effect and has remained unknown to the Insured Party when taking out the new coverage, the new insurer must process the claims related to the damages which result from this harmful event.

#### **3.4 The old coverage is triggered by the claim and the new coverage is triggered by the harmful event.**

If the harmful event occurs before the new coverage was taken out, the old insurer must process the claims. No coverage is due from your old insurer if the claim was sent to you or to your old insurer after the subsequent period has expired.

If the harmful event occurs during the validity period of the new coverage, clearly this insurer must process the claim.

### **4. In the event of multiple claims related to a single harmful event.**

A single harmful event may be the origin of multiple damages which occur or reveal themselves at different times. Several claims may therefore be sent in succession by the different Third Parties concerned.

In this case, the Incident is considered to be unique. Consequently, the same insurer must cover all claims.

If the harmful event occurs and your contract was triggered on the basis of the harmful event, it is therefore your Insurer on the date on

which the harmful event occurred who must process the claims.

If you were not covered on the basis of the harmful event on the date of the harmful event, the competent insurer must be assigned, under the conditions specified in paragraphs II-1, II-2 and II-3 above, at the time of the formulation of this first claim

Provided that this insurer is competent under the first claim, the subsequent claims will therefore be processed by the same insurer regardless of the date on which these claims are formulated, even if the subsequent period has passed.



SAM

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Insurance brokerage company - Simplified stock company with a capital of 100,000 euros - RCS Nanterre 523 543 445 - NAF 6622Z - Orias 10 058 127 ([www.orias.fr](http://www.orias.fr))