

Seasonal rental insurance

YOUR SUBSCRIPTION TO CONTRACT N° 01049990 – ESSENTIEL FORMULA

CONTACT YOUR BROKER

PINKASSUR INSURANCE SERVICE

- **By phone from France** : 06 33 45 34 67 (Non-surcharged call, cost according to operator, call subject to registration)
- **By telephone from abroad**: +33.1.06 33 45 34 67 preceded by the local code for access to the international network (Non-surcharged call, cost according to operator, call subject to registration)
- **By email** : contact@pinkassur.com

OBJECT OF THE CONTRACT

The purpose of this contract is to grant the guarantees defined below to short-term rental lessees for any property rented in the countries of the European Union, Malta, Saint-Barthélemy.

This document is contractual, it presents the "General Conditions" of the contract subscribed by PINKASSUR on behalf of its Members.

Like any contract, this one includes for you, as for us, rights but also obligations. It is governed by the Insurance Code. These rights and obligations are set out in the following pages.

RIGHT TO RENOUNCE MEMBERSHIP

Information document for the exercise of the right of renunciation provided for in Article L. 112-10 of the Insurance Code.

The Insured is invited to check that he is not already a beneficiary of a guarantee covering one of the risks guaranteed by the new Contract. If this is the case, he has a right to renounce this contract for a period of 14 (calendar) days from its conclusion, without costs or penalties, if all the following conditions are met:

- This contract is for non-professional purposes;
- this contract is in addition to the purchase of a good or service sold by a supplier;
- the beneficiary justifies that it is already covered for one of the risks covered by the new contract;

- the contract he wishes to renounce is not fully performed;
- The beneficiary has not declared any Loss covered by this contract.

In this situation, he may exercise his right to renounce this contract by letter or any other durable medium addressed to the insurer of the new contract, accompanied by a document justifying that he already benefits from a guarantee for one of the risks covered by the new contract. The insurer is obliged to refund the premium paid, within 30 days of the renunciation.

"I, the undersigned Mr. / Mrs. residing renounces my adherence to contract No. 01049990 subscribed to AREAS through PINKASSUR, in accordance with Article L 112-10 of the Insurance Code. I certify that I am not aware at the date of sending this letter, of any Claim involving a guarantee of the contract."

HOW THE WARRANTY WORKS

The benefit of the guarantees is acquired by the payment of the contribution, the rent provided for in the rental tax serves as the basis for compensation and/or by separate membership form. Ancillary services, such as transport, may be concerned, provided that they are compatible with the booking of the service and that the premium also covers these services.

To be valid, adherence to this contract must be simultaneous with registration for the trip.

By way of derogation, the adhesion to this contract may take place within 7 days of the reservation of the rental and provided that the trip does not begin within 20 days of the membership, knowing that a waiting period of 10 days will be applied from the date of accession, during which no guarantee can take effect.

However, if the cancellation of the Stay is due to a modification or deletion of paid leave by the employer or the theft of identity documents, the Claim will be taken into account only if the subscription is SIMULTANEOUS at the time of registration for the trip.

The CANCELLATION guarantee ceases automatically upon the arrival of the Insured in the Premises. The other guarantees are applicable during the duration of the Rental Agreement of the Stay.

TABLE OF GUARANTEES

GUARANTEES	CEILING
<p>CANCELLATION ALL BUT</p> <ul style="list-style-type: none"> ✓ Cancellation for medical reasons Of which <u>COVID-19 infection</u> : Cancellation in case of contamination with COVID-19 (in accordance with the provisions of ANNEX 1 of these general conditions) ✓ Cancellation for all justified causes <ul style="list-style-type: none"> • EXTENSION A - DABSENCE OR EXCESS OF SNOW <i>(Only if subscription to the option)</i> 	<p>Maximum € 20,000 per rental / No deductible</p> <p>No deductible</p> <p>Fslices 10% of the amount of the Claim in case of modification</p> <p>Fdecides 30% of the amount of the Claim in case of cancellation</p>
<ul style="list-style-type: none"> • EXTENSION B - UNJUSTIFIED CANCELLATION OF THE TENANT <i>(Only if subscription to the option)</i> Refund of all or part of the balance due to the Owner 	<p>Maximum €20,000 per rental/ No deductible</p>
<p>INTERRUPTION OF STAY</p> <p>Reimbursement of unused land services pro rata temporis (transport not included) in the event of early return</p> <p>Of which a <u>COVID-19 connection</u> : Interruption in case of contamination with COVID-19 (in accordance with the provisions of ANNEX 1 of these general conditions)</p>	<p>Maximum €20,000 per rental/ No deductible</p>
<p>SEARCH AND RESCUE COSTS (mountain or sea)</p>	<p>Maximum €10,000 per rental No deductible</p>
<ul style="list-style-type: none"> • EXTENSION C - LOSS OR THEFT OF KEYS <i>(Only if subscription to the option)</i> 	<p>Maximum €300 per Claim deductible 20€</p>
<ul style="list-style-type: none"> • EXTENSION D - THEFT OF THE TENANT'S PERSONAL BELONGINGS <i>(Only if subscription to the option)</i> 	<p>Maximum €800 per Claim deductible 20€</p>
<ul style="list-style-type: none"> • EXTENSION E - NON-CONFORMITY OF THE LEASED PROPERTY <i>(Only if subscription to the option)</i> Reimbursement of all sums paid by the deceived Tenant and kept by the Owner & Hotel Expenses <ul style="list-style-type: none"> → Non-conformity of the leased property → Transaction fraud 	<p>Maximum €10,000 per rental No deductible</p> <p>Hotel fees: Maximum 90 € per person and within the limit of one night</p>

DEFINITIONS

The following definitions apply to all guarantees :

Serious bodily injury: any unintentional bodily injury on the part of the victim, resulting from the sudden action of an external cause noted by a medical doctor, and involving the cessation of any professional activity or other elementary activity to be carried out in the context of everyday life, and prohibiting him from any movement by his own means.

Member/Insured (You): Any tenant, natural or legal person, French or foreign, renting furnished for his short-term stay. Have the status of insured, the lessee, his spouse (including notorious cohabitant or bound by a PACS) as well as any other person (with or without family relationship) designated on the registration form for this contract and who benefits from said rental. Only a maximum of 20 people can be insured on the same contract, unless the Special Conditions are waived.

Hazard: Unintentional, unpredictable, irresistible and external event.

Cancellation for any justified cause: Cancellation due to an external event, sudden, unforeseeable, justified and beyond your control.

Insurer (we):

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

Attack/Acts of terrorism : An attack is any act of violence, constituting a criminal or illegal attack, against persons and/or property, in the country in which you are staying, with the aim of seriously disturbing public order. This "attack" will have to be recorded by the French Ministry of Foreign Affairs.

Beneficiaries: Person receiving benefits paid, not in a personal capacity, but because of his or her relationship with the Insured. Unless otherwise stipulated when subscribing to this contract, the spouse is referred exclusively to, failing which the children, failing that, the heirs of the Insured.

Broker

PINKASSUR, Société de Courtage d'Assurance, 63 rue des Lanvaux, 77700 MAGNY LE HONGRE – 920 076 288 R.C.S

Natural disaster : The abnormal intensity of a natural agent not resulting from human intervention.

Insurance Code : Collection of laws and regulations governing the Insurance Contract.

Rental contract: Seasonal rental contract concluded between the Owner/Lessor and the Tenant for the provision of the Local and for a period not exceeding 90 days and for private use. The Rental Agreement must provide the following information: address of the rental, description of the accommodation, duration of the rental with the dates of arrival and departure, date of signature of the contract, signatures of the parties, identity of the occupants, address of the Tenant, price of the rental including VAT, the amount of the advance paid at the time of booking and security deposit paid upon entry into the premises.

Forfeiture : Loss of the right to the Guarantee for the Loss in question.

Domicile : the place of habitual residence of the Insured for at least 6 months.

Consequential immaterial damage : Any damage other than bodily injury or material damage consisting of costs and pecuniary losses resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or property, or the loss of a profit. It is qualified as Consequential Immaterial Damage when it is the direct consequence of a significant Material Damage guaranteed.

Property damage: Any damage deterioration alteration loss or destruction of a thing or substance, any physical damage to animals.

Personal effects: travel bags, suitcases, trunks and their contents, as well as Valuables, excluding Precious Objects and clothing worn by the Insured.

Epidemic: any appearance and spread of a contagious infectious disease that strikes a large number of people at the same time nationwide.

Harmful fact: The event that constitutes the cause giving rise to the damage. A set of harmful events having the same technical cause is assimilated to a single Harmful Event.

Cancellation fees: the amount of fees contractually owed to the agency by its client and appearing in the agency's general conditions of sale

approved by the Insured at the time of signing his registration form for the Stay.

The CANCELLATION guarantee must be subscribed at the time of booking the Stay, or at the latest within 7 days of booking the Rental and provided that the trip does not start within 20 days of membership. In this

case a waiting period of 10 days will be applied from the date of membership during which no guarantee can take effect.

Deductible: amount which remains the responsibility of the Insured in the event of injury.

Strike : Collective action consisting of a concerted cessation of work by employees of a company, an economic sector, a professional category in support of demands.

Tenant: Natural person who has subscribed to a seasonal rental contract for a Stay in a property belonging to the Owner. The Tenant may not be the owner, bare owner, free occupant or usufructuary of the rented property.

Rental (short-term): Stay of less than 90 days in a Local of which the Insured is not the owner or tenant year-round.

Local/premises: accommodation in a built building (house or apartment) or other permanent accommodation with a fixed and permanent location (boat docked, mobile home, treehouse, yurts).

Serious illness: pathological condition duly established by a medical doctor formally prohibiting leaving the Home and requiring medical care and the absolute cessation of any professional activity or other elementary activity to be carried out in the context of everyday life.

Family members: refers to the spouse (de jure or de facto) or notorious cohabitant of the Insured, and their ascendants or descendants up to the 2nd degree, fathers-in-law, mothers-in-law, sisters, brothers, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law.

Valuables: Camera, camcorder, portable game console, media players, laptop. Only items with a purchase date of less than 3 years will be guaranteed.

Precious objects: Pearls, jewelry, watches and furs worn.

Pandemic: any global spread of a disease, recognized by national or global health authorities (WHO).

Land services: All services prepaid by the insured in the context of son S S Ur such as sports lessons, participation in an event, rental of sports equipment, activities planned on site (excluding transport to and from the place of stay).

Lift passes and ski equipment are covered ONLY if the Extension "Defect or excess snow" has been purchased.

Owner / Lessor: domiciled in the European Union including Switzerland, United Kingdom, and Monaco, this is the natural or legal person who owns a property, assigned to Holiday Stays, which he offers, directly or through an intermediary, for rent to a tourist clientele.

Civil liability: any damage or set of damages caused to Third Parties, engaging the liability of the Insured, resulting from the Harmful Event and having given rise to one or more amicable or judicial claims made by the injured Third Party.

Stay: any accommodation located worldwide for a maximum and non-renewable period of 90 consecutive days in a furnished seasonal rental rented by the Lessor/Owner to the Tenant. The seasonal rental contracted by the Insured must cumulatively meet all of the following conditions:

- ✓ The rented property must be accommodation in a built building (house or apartment) or other permanent accommodation with a fixed and permanent location (boat docked, mobile home, tree house, yurts).
- ✓ The rented property must not be the official accommodation.
- ✓ the rental must be granted temporarily for a Resort Stay.

Claim : Event likely to result in the application of a guarantee to the contract.

Balance due: difference between the total amount of the stay booked and the amount of the deposit or deposit actually paid at the time of the Claim.

Subscriber: PINKASSUR who subscribes to this Contract on behalf of the Members

Subrogation: The legal situation by which a person is transferred the rights of another person (*including: substitution of the Insurer for the insured for the purpose of legal proceedings against the opposing party*).

Territoriality: The guarantees are exercised:

- When the Insured resides in a country of the European Union including Switzerland, United Kingdom and Monaco for rented property located worldwide

with the exception of countries not politically stabilized and advised against by the French Ministry of Foreign Affairs.

- When the Insured resides in a country outside the European Union, Switzerland, United Kingdom and Monaco for rented properties located in a country of the European Union, Switzerland, United Kingdom and Monaco.

Third Party: Any person other than the Insured. Any Insured victim of a consequential bodily, material or immaterial damage caused by another Insured (the Insured are considered as Third Parties between them). Any natural or legal person with the exception of the Subscriber, the Insured person, the Members of his family, the persons accompanying him and his servants, employees or not of the Insured in the exercise of their functions.

Wear and tear: Depreciation or depreciation, on the day of the Loss, of the value of an asset caused by prolonged use or its maintenance conditions.

Obsolescence: depreciation resulting from the use, wear, state of maintenance or age of an asset. The obsolescence rate applicable from the date of purchase of the object is 1% per month.

limit of the amount indicated in the Table of Insured Persons regardless of the number of Insured.

Medical reason

A Serious Illness, a serious bodily injury accident or a death of the Insured or any other person mentioned in the Rental Agreement and who benefits from said Rental.

Serious bodily injury means:

- ✓ **any further deterioration of health or bodily injury,**
- ✓ **any unforeseeable aggravation of a pre-existing disease,**
- ✓ **any mental or psychotherapeutic illness accompanied by hospitalization of at least 3 days,**
- ✓ **Any pregnancy complications occurring before entering the 28th week.**

We also intervene (according to the modalities described in ANNEX 1 "COVID EXTENSION" and subject to having subscribed to this extension) in case of:

- **Serious illness declared within 30 days prior to departure, following COVID-19 contamination of the Insured justified** by a medical authority, and resulting in quarantine and/or hospitalisation (supporting documents will be required);
- **Serious illness declared in the 30 days preceding departure, following COVID-19 contamination of a Member of the Insured's family,** justified by a medical authority, and resulting in hospitalization (supporting documents will be required);
- **Boarding of the Insured, following a COVID-19 check carried out on arrival at the airport of departure.** A proof issued by the transport company that denied you boarding, or by the health authorities, must imperatively be sent to us; in the absence of this proof, no compensation will be possible;
- **Tis PCR and/or antigenic performed within 72 hours prior to departure, and declared "positive" for COVID-19.** In the case of an antigen test declared "positive", the Insured must perform a PCR test to confirm the outbreak of COVID 19. In the absence of these documents, no compensation will be possible.

For the warranty to be acquired, the test must be performed only:

- either at the request of a doctor, consulted BEFORE performing the test for existing symptoms, or
- REQUIRED by the health authorities of the country of destination, the tour operator or the

transport company to be able to make the trip.

Any trip cancellation due to a positive PCR/antigen test carried out outside these conditions will not be

GUARANTEES

Guarantees	Start date	End date
Cancellation	Day of subscription to the Contract unless otherwise stipulated	At the delivery of the keys, the 1st day of the rental
Other guarantees	At the delivery of the keys, the 1st day of the rental	At the end of the rental, at the return of the keys at the exit.

For all memberships subsequent to the date of purchase of the Stay, within the limit of 7 days following the date of booking the trip and provided that the trip does not begin within 20 days of membership, a waiting period of 10 days during which no guarantee can take effect, will be applicable from the date of accession to the contract and the guarantee will only take effect at the end of this period.

✓ **CANCELLATION**

The Insurer guarantees to the Insured the reimbursement of the sums paid on account or deposit and the

Solde remaining due in the **event of cancellation of Séjour for medical reasons and for all justified reasons, in the**

covered by this contract and will not be subject to any refund.

In the event of cancellation for medical reasons, the Insured's medical condition must be **established by a medical doctor and formally requiring him to remain at home or in the hospital** where he is being treated on the date of the beginning of the rental period, justified, for employees, by hospitalization or work stoppage of at least eight continuous days, and by a medical certificate specifying the prohibition to leave the home, and for self-employed persons, by hospitalization of at least eight days or by a medical certificate prohibiting leaving the room for at least eight days, and in addition, for spa guests proof of coverage by their legal sickness scheme, expenses reimbursable without means test.

Cancellation for all justified causes

The guarantee is also acquired upon presentation of supporting documents, for **any other random event, whatever it is, constituting an immediate, real and serious obstacle, preventing your departure and / or the exercise of the activities planned during your stay.** A random event is any sudden, unforeseeable circumstance beyond the control of the person securing the cancellation of the trip. The random event must have a direct causal link with the inability to leave.

For any grant made between several persons who are not part of the same household, cancellation compensation may be made without calling into question the entire grant if only one of the Insured Persons is obliged to cancel.

✓ EXTENSION A - LACK OR EXCESS OF SNOW

(Only if subscription to the option)

By way of derogation from the exclusions of this contract and subject to the subscription of this extension, the guarantee is extended to cancellations for Stays planned in winter sports resorts.

We will reimburse you for any cancellation or modification fees charged to you by your travel organisation in accordance with its terms and conditions of

sale and within the limit indicated in the Table of Guarantees, **when you are forced to cancel or renounce your stay within 48 hours** prior to the current contractual date of commencement of the Guarantee due to defect or excess snow.

This guarantee can only be taken into consideration according to a snow report published by an approved body, concerning the resort itself if it is a member or if it is not, the nearest resort.

It will be established that there is a lack or excess of snow in the winter sports resort of the place of the Stay, if within 48 hours before or following the date scheduled for the beginning of the Stay, more than 2/3 of the ski area is closed according to the aforementioned snow report. The closure of at least 2/3 of the ski area must be established by the proven closure of a certain number of ski lift devices and by the percentage of opening of the ski area communicated by the operating company of the ski area concerned.

The guarantee only applies to resorts (departure of the ski slopes) above 1200 meters above sea level between the official opening and closing date of the ski area including pre-opening periods.

ATTENTION: This guarantee only applies between December 15 and April 1 of the following year.

The "CANCELLATION" guarantee does not cover the impossibility of leaving related to the material organization of the trip by the organizer (tour operator, airline) including in the event of a dry flight and / or its failure (strike, cancellation, postponement, delay) or the accommodation or security conditions of the destination unless otherwise stipulated in the guarantee.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must notify your rental agency or your owner in advance, by simple letter or by Email, of your Claim from the day you become aware of it and declare it to PINKASSUR within 5 days. **After this period, if we suffer any prejudice as a result of your late declaration, you lose any right to compensation.**

You must send PINKASSUR all the probative documents necessary for the examination of your file, namely:

- **In the event of illness or accident**, a detailed medical certificate and/or an administrative bulletin of hospitalization specifying the origin, nature, severity and foreseeable consequences of the illness or accident,

- **In the event of death**, a certificate and the civil status card,
- **In all cases:**
 - Copy of the rental agreement,
 - Leasepayment process,
 - any acknowledgement justifying the reason for your Claim.

By email: claim@pinkassur.com, or

By mail to: PinkAssur, 63 rue des Lanvaux, 77700
MAGNY LE HONGRE (France)

Any declaration not in accordance with the provisions of this guarantee entails forfeiture of any right of refund. If necessary, PINKASSUR reserves the right to submit you, at its own expense, to a medical examination by registered letter with acknowledgment of receipt.

We reserve the right, if necessary, to request additional documents.

Do not forget when sending to mention us:

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

In the event of necessity, you undertake in the event of a claim affecting the F rais guarantee of cancellation of stay to allow the Insurer's doctor to access the medical file otherwise the guarantee will not be acquired by you.

WHAT WE EXCLUDE

In addition to the common exclusions applicable to all warranties, cancellations resulting from any of the following events or circumstances are excluded:

- ◆ Diseases or illnesses have been the subject of a first observation, treatment, relapse or hospitalization between the date of reservation of the Stay and the date of subscription of this contract.
- ◆ Pathologies that have been the subject of a consultation, hospitalization or hospitalization at Home
- ◆

within thirty (30) days prior to booking the Stay.
- ◆ a defect or excess of snow unless the extension "Defect or excess of snow" has been subscribed.
- ◆ The foreseeable impairment of pre-existing health at the time of subscription.

- ◆ Accidents and illnesses whose origin is known before the subscription of the contract, except unforeseeable deterioration of health.
- ◆ Cancellations following pregnancy beyond the 28th week or delivery.
- ◆ Nervous or mental illnesses not accompanied by hospitalization of at least 3 consecutive days.
- ◆ Cancellations due to the carrier, the tour operator or the service provider.
- ◆ Voluntary terminations of pregnancy, their consequences and complications.
- ◆ Aesthetic treatments, cures, in vitro fertilizations.
- ◆ Cancellations resulting from periodic monitoring and compliance reviews.
- ◆ Medical interventions resulting from the sole will of the Insured except in cases of medically recognized necessity.
- ◆ Any circumstance only interfering with the simple approval of the Insured's Stay.
- ◆ Any event for which the responsibility may fall on the travel organizer pursuant to Titles VI and VII of Law No. 92-645 of 13 July 1992 setting the conditions for the exercise of the activities of organization and sale of Stays.
- ◆ Events occurring between the date of registration for the trip and the date of subscription of this agreement.
- ◆ Cancellations due to the non-presentation, for any reason whatsoever, of one of the documents essential to the trip, except in the cases provided for under this guarantee.
- ◆ Delay in obtaining a visa or refusal following an invalid application.
- ◆ Any act not declared as an act of terrorism or any act declared as an act of war, declared or not by the French Ministry of Foreign Affairs.
- ◆ Cancellation related to an event known at the time of purchase of the Stay.
- ◆ Cancellations following a forgotten or refusal of vaccination.
- ◆ Cancellation related to an illness without medical proof issued by a doctor.
- ◆ Cancellations resulting from the non-presentation for any reason whatsoever of one of the documents essential to the Stay.

- ◆ The reimbursement of all or part of the Stay that has been reimbursed in whole or in part by the tour organizer or the transport company, regardless of the method of reimbursement including transfer, cash, voucher and voucher.
- ◆ The consequences of earthquakes, volcanic eruptions, tidal waves, floods or natural cataclysms

except within the framework of the provisions resulting from Law 82-600 of 13/07/82.

- ◆ Economic dismissal, the transfer whose procedure is initiated at the time of subscription.
- ◆ any accident for which the insured has tested positive for alcohol or drug use in proportion to the legal rate in force constituting an offence.
- ◆ Any accident, as a pilot of a flying machine, during participation in a motorized sports event and their preparatory tests.
- ◆ Strikes preventing the Insured from going to the place of the Stay by any means of transport (road, rail, air, sea), on the day of the beginning of the Stay, unless this strike occurs within 48 hours preceding the date of commencement of the Stay.

✓ EXTENSION B - UNJUSTIFIED CANCELLATION OF THE TENANT

(Only if subscription to the option)

In the event that the general conditions of sale provide that the stay is not payable in advance in full, the Insurer guarantees to the Customer, the reimbursement of the S olde remaining due in the event Of unjustified cancellation of the S éjour by the Tenant within 3 days prior to the beginning of the Socation and provided that that the event that leads us to provide the service remained uncertain at the time of the subscription of this contract.

The guarantee is granted subject to the total or partial non-relocation of the Premises over the same period to another tenant (a certificate on the honor of non-relocation will be requested), within the limit of the amount indicated in the Table Of Guarantors regardless of the number of Insured.

Under no circumstances may the sum be higher than 75% of the total amount of the vote.

WHAT WE EXCLUDE

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

- ◆ Cancellation of the award on the initiative of the President or his representative.
- ◆ The taking of possession of the Locataire which originates in the non-conformity of the leased property.

✓ INTERRUPTION OF STAY

The guarantee is acquired for any random event constituting an immediate, real and serious emergency requiring to interrupt your stay and / or the exercise of the activities planned during your stay and resulting in an early return. A random event is any sudden, unforeseeable circumstance beyond the control of the Insured justifying the interruption of his trip. The random event must have a direct causal link with the inability to stay.

We also intervene in the event of

- ✓ theft, serious fire damage, explosion, water damage, or caused by the forces of nature to your professional or private premises, and imperatively involving your presence to take the necessary precautionary measures;
- ✓ Quarantine and/or hospitalization due to COVID-19 of the Insured during the Stay, and justified by a "positive" PCR test (supporting documents will be required). The guarantee is acquired according to the terms described in ANNEX 1 "COVID EXTENSION".
- ✓ Hospitalization due to a COVID-19 attack of a Family Member of the Insured during the Stay and justified by a "positive" PCR test (supporting documents will be required). The guarantee is acquired according to the terms described in ANNEX 1 "COVID EXTENSION".

We shall reimburse you and the members of your family or a person members under this contract accompanying you, up to the amount indicated in the Table of Payments, for the Land Benefits already paid and unused (transport not included) pro rata temporis, on account. er of the night following the event leading to the early return.

The compensation, in case of early return, is calculated from the day following the total release of the insured benefits.

In the case of a group S, any partial cancellation of one or more people will result in a refund in proportion to the total number of participants.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must notify your rental agency or your owner in advance, by simple letter or email, of your Claim from the day you become aware of it and declare it to PINKASSUR within 5 days. After this period, if we suffer

any damage as a result of your late declaration, you lose any right to compensation.

You must send PINKASSUR all the probative documents necessary for the examination of your file, namely:

- **In the event of illness or accident**, a detailed medical certificate and/or an administrative bulletin of hospitalization specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- **In the event of death**, a certificate and the civil status card,
- **In all cases:**
 - Copy of the rental agreement,
 - Proof of payment of the rental and any land services,
 - any acknowledgement justifying the reason for your Claim.

By email: claim@pinkassur.com or,

By mail to: PinkAssur, 63 rue des Lanvaux, 77700
MAGNY LE HONGRE (France)

Any declaration not in accordance with the provisions of this guarantee entails forfeiture of any right of refund. If necessary, PINKASSUR reserves the right to submit you, at its own expense, to a medical examination by registered letter with acknowledgment of receipt.

We reserve the right, if necessary, to request additional documents.

Do not forget when sending to mention us:

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

If necessary, you undertake, in the event of a claim affecting the interruption of stay expenses guarantee, to allow the Insurer's doctor access to the file.

medical otherwise the guarantee will not be acquired.

WHAT WE EXCLUDE

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

- ♦ **Accidents or Diseases having been the subject of a first observation, treatment, relapse, aggravation or Hospitalization between the date of reservation of the Stay and the date of adhesion to the cancellation guarantee.**

- ♦ **Interruptions resulting from periodic monitoring and observation examinations.**
- ♦ **The consequences of pregnancy beyond the 28th centuryor childbirth.**
- ♦ **Nervous or mental illnesses not accompanied by hospitalization of at least 3 consecutive days.**
- ♦ **Medical interventions resulting from the sole will of the Insured Except in cases of recognized medicalnecessity.**
- ♦ **The consequences of a cure, an aesthetic treatment.**
- ♦ **Unstabilized pathologies that have been the subject of a finding or treatment within 30 days prior to the reservation of the stay.**
- ♦ **Any event occurring between the date of booking the trip and the subscription of the Contract.**
- ♦ **the foreseeable impairment of pre-existing health at the time of subscription.**
- ♦ **disputes or disputes on description or inventory.**
- ♦ **Accidents and illnesses whose origin is known before the subscription of the contract, except unforeseeable deterioration of health.**
- ♦ **Economic dismissal or transfer, the procedure for which is initiated at the time of subscription.**
- ♦ **an accident for which the insured has tested positive for blood alcohol or drug use in proportion to the legal rate in force constituting an offence.**
- ♦ **an accident following the participation in a motorized sports event and their preparatory tests, as a pilot of a flying machine.**
- ♦ **Interruptions related to a defect or excess of snow.**

✓ SEARCH AND RESCUE COSTS

For the duration of the stay, the Insurer guarantees the costs of search and rescue, in the mountains or at sea of specialized teams to come to the rescue of the insured,

up to a maximum of EUR 10,000 per grant regardless of the number of persons registered in the contract and who benefit from the rental.

✓ EXTENSION C - LOSS OR THEFT OF KEYS

(Only if subscription to the option)

In case of loss or theft of the keys of the Local by the Tenant, we reimburse the Tenant for the costs of replacing the lock and **ONLY within the limit of 3,000 euros per Stay and subject to deduction of a Deductible of 20 euros.**

This guarantee is exercised exclusively in countries where the Insured or the Owner do not already benefit from the guarantee of a contract taken out elsewhere.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The Insured must send his declaration to PINKASSUR within 5 working days from the theft or loss of the keys. **After this period, if we suffer any damage as a result of your late declaration, you lose any right to compensation.**

The declaration must be accompanied by:

- A copy of his report to the police made within 48 hours of the theft or loss,
- The initial invoice to be replaced and/or a sworn statement from the Owner indicating the purchase price,
- The invoice with replacement or intervention costs ,
- All evidence justifying the theft (testimonies ...),
- A certificate from the Owner confirming the loss of the keys and their replacement.
- A copy of the Rental Agreement.
- All the probative documents necessary for the examination of your file.

By email: claim@pinkassur.com or,

By mail to: PinkAssur, 63 rue des Lanvaux, 77700
MAGNY LE HONGRE (France)

Any declaration not in accordance with the provisions of this guarantee entails forfeiture of any right of refund.

Do not forget when sending to mention us:

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

WHAT WE EXCLUDE

In addition to the general exclusions, the following are not guaranteed:

- ◆ Oblivion,
- ◆ Any theft other than the keys of the Local,
- ◆ The absence of hazard (a hazard is defined as a sudden, unforeseeable event beyond the control of the Insured).

✓ EXTENSION D - THEFT OF THE TENANT'S PERSONAL BELONGINGS

(Only if subscription to the option)

The Insured is compensated for the material damage resulting from the theft of his personal effects (including his valuables) during the Stay **within the limit of 800 euros** and after deduction of the Deductible of 20 euros. The compensation is calculated on the basis of the replacement value, obsolescence deducted.

The guarantee is acquired provided that the Personal Effects are under the direct supervision of the Insured, in his closed and closed room or stored in an individual locker during the flight.

The warranty is limited to theft of personal effects committed:

- **with break-in:** burglary consists in the force, degradation or destruction of any closing device or any kind of fence.
 - in the Rental (only premises for enclosed residential use, covered and locked).
 - in any locked and closed vehicle and in any event committed between 7 a.m. and 9 p.m. (local time).

- **by aggression:** when the Personal Effects are under the direct supervision of the Insured at the time of the Loss.

Precious Items are not covered by the contract.

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

You must report your Claim to PINKASSUR from the day you become aware of it and within a period of

5 days justifying the value and existence of the personal effects and similar objects stolen. **After this period, if we suffer any damage as a result of your late declaration, you lose any right to compensation.**

Your claim must be accompanied by:

- the receipt for filing a complaint drawn up within 48 hours of the knowledge of the theft by the competent local authorities;
- the inventory of stolen personal effects and their purchase invoice;
- the statement of its reservations towards the carrier or the Owner, in cases where the liability of the carrier or the Owner may be called into question.

By email: claim@pinkassur.com or,

By mail to: PinkAssur, 63 rue des Lanvaux, 77700
MAGNY LE HONGRE (France)

Any declaration not in conformity with the provisions of this guarantee shall entail forfeiture of any right to refund.

Do not forget when sending to mention us:

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

RECOVERY OF STOLEN PERSONAL EFFECTS

If all or part of the stolen personal effects are recovered at any time, you must notify us immediately.

If recovery takes place:

- **Before payment of compensation**, you must repossess the said effects. No compensation is due under the Agreement.

- **After payment of the compensation**, you will have, from the date of recovery, a period of thirty days to opt either for the recovery or for the abandonment of all or part of the personal effects found. **In case of non-compliance with this deadline, the goods will become our property.**

In the event of a partial recovery, the regulations will be revised by stating the goods taken back (for their value on the day of recovery) and you will be obliged to return, if applicable, the excess compensation you have received in this respect.

As soon as you learn that someone has your stolen personal belongings, you must notify us within 8 (eight) days.

WHAT WE EXCLUDE

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

- ◆ Precious Objects.
- ◆ Valuables older than 3 years.
- ◆ Theft or attempted theft by escalation.
- ◆ Theft of Personal Effects occurring at the beneficiary's Home.
- ◆ The theft of mobile phones.
- ◆ Any destruction or damage to Personal Effects not resulting from theft.
- ◆ Loss or forgetfulness of Personal Effects.
- ◆ Cash, banknotes, securities and securities of any kind, transport tickets, documents, business papers, magnetic cards, credit cards, passports and other identity documents.
- ◆ equipment of a professional nature.

- ◆ Perfumes, perishable goods, cigarettes, cigars, wines, spirits and spirits and generally beauty products and food products.
- ◆ Prostheses of any kind, appliances, glasses and contact lenses, medicines, medical equipment, perishable goods, as well as any effects confiscated by customs and not returned to the insured.
- ◆ Thefts committed without breaking and entering any residential premises that do not meet the following three conditions: closed, covered and locked.
- ◆ Theft of any kind or destruction in camping unless otherwise specified, in hangars, pleasure boats for private use, caravans and trailers.
- ◆ The car radios.
- ◆ Paintings, art and handicrafts, antiques and musical instruments.
- ◆ DVDs, CDs.
- ◆ All sports equipment
- ◆ Animals.
- ◆ Property entrusted to Third Parties or which are under the responsibility of Third Parties such as custodians; however, Baggage handed over to a carrier or entrusted to a tour operator or hotelier shall not be considered as goods entrusted to Third Parties.
- ◆ Theft of Baggage left unattended in a public place or in a room made available to several occupants.
- ◆ Leaving your Baggage visible from outside your vehicle.
- ◆ Theft of Baggage in vehicles that are not fully enclosed and locked.
- ◆ Any harm committed by your staff in the performance of their duties.
- ◆ Seizure, embargo, confiscation, capture, destruction or sequestration, ordered by any public authority.
- ◆ The absence of hazard (a hazard is defined as a sudden, unforeseeable event beyond the control of the Insured).
- ◆ Any theft, attempted theft and act of vandalism committed by any person having the status of Insured or with his complicity.

✓ EXTENSION E - NON-CONFORMITY OF THE LEASED PROPERTY

(Only if subscription to the option)

The purpose of this extension is to guarantee the Insured, subject to supporting documents, the

reimbursement of any sum retained by the Owner of the seasonal rental (deposits and/or balance), following a **refusal of occupation of the Local by the Tenant for substantial non-compliance with the description made on the agency's booking advertisement** or by the Lessor from which the Insured has subscribed to the Rental Agreement.

The planned reimbursement is limited to the price initially set by the Rental Agreement and may not exceed **10,000 euros** per Rental.

"Material non-compliance" means:

➤ **Regarding the rental, any significant and lasting defect between the description of the seasonal rental and its reality that makes impossible the Stay under normal conditions of use.**

Thus, without limitation, are not considered as significant defects:

- An orientation of the building that does not prevent the view indicated in the advertisement (sea, mountain, or any tourist site) not compliant of less than 45 degrees,
- an overall living area less than 25% lower,
- an overall smaller garden, balcony or terrace area of less than 25%,
- a distance from the services attached to the rental of less than 40%,
- a defect in the provision or services attached to it of less than 20% of the total duration of the lease.

➤ **Regarding the goods, services or equipment attached** to the seasonal rental that have been listed in the advertisement and represent a real added value to the rental and were decisive in the choice of reservation of the Insured:

- their absence noted when entering the premises, on the first day of the rental,
- their malfunction found when entering the premises, on the first day of the rental.

Transaction fraud

We guarantee, within the limits set out in the Table of Guarantees, the reimbursement of the sums that the Tenant has paid for the seasonal rental of a Local made available to the public by an advertisement of the seasonal rental organization or the Lessor.

Our guarantee comes ONLY when due to a dishonest or fraudulent act exercised by the Lessor (or alleged such), you can not, in faith, take possession of the Location, nor be reimbursed for the sums paid and which have been debited from your account, despite your steps in this direction, subject to the following cumulative conditions:

- you have a rental agreement signed by the owner or his representative,
- you lodge a complaint for this dishonest or fraudulent act with the competent authorities within 48 hours from the day of discovery,
- you provide proof of the debit of the sum (bank statements and certified copy of the cashed check provided by the bank or copy of the money order, etc.),
- the sums you have paid have not been paid in cash,
- the bank issuing the payment voucher has not reimbursed you or is not in the process of reimbursing you.

We also guarantee the assumption of **hotel expenses** within the limits indicated in the Table of Gross Income.

Any request to assume responsibility for the consequences of taking possession of the leased I not respecting the provisions of this chapter will result in forfeiture of any right to refund.

WHAT WE EXCLUDE

In addition to the general exclusions, refusals to take possession of a lease that would be based or originated in:

- ◆ **Any reservation, deposit, deposit or payment made after you have been informed by the seasonal rental company or the Lessor of a suspicion of fraud.**
- ◆ **Bookings for rental listings whose content clearly revealed that the recipient of the deposit (or deposit payments) had no right or authorization to publish the advertisement.**
- ◆ **Any circumstance only harming the simple approval of your rental.**
- ◆ **Deposits or deposits not reimbursed by the Owner due to a breach by you of the rules established with the Owner and set out in the Rental Agreement.**
- ◆ **Any claim for reimbursement relating to transportation costs, including fuel, incurred by you to get to the vacation rental.**
- ◆ **The Cancellation of your Stay by the Owner before your departure if he has refunded the sums paid in accordance with your Rental Agreement within 30 days of notification of the Cancellation.**
- ◆ **Indirect losses, loss of opportunity, loss of customers, contractual penalties.**
- ◆ **Rentals granted between persons having a family relationship to any degree.**

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

The Insured must:

- 1) take all necessary measures to interrupt the effects of the infringement and limit the importance of the Loss,
- 2) file a complaint with the competent authorities in the event of a fraudulent transaction within 48 hours of discovery,
- 3) send its declaration to PINKASSUR, within 5 days of the finding of the non-conformity or fraudulent transaction, its refusal to take possession of the rented premises and the reasons that motivate it, accompanied by:
 - a copy of the lease agreement signed by the owner or apparent agent,
 - the copy of the advertisement describing the seasonal rental published and any graphic photo of the rented premises, etc.,
 - the inventory report, photographs, testimonies and any other document allowing us to assume that it

is a substantial non-compliance or fraudulent transaction,

- the receipt of your complaint, at the latest within eight days of its submission in the event of a fraudulent transaction,
- all documents proving the payments made for the reservation and their assurances by the owner,
- all the probative documents necessary for the examination of the file.

By email: claim@pinkassur.com or,

By mail to: PinkAssur, 63 rue des Lanvaux, 77700
MAGNY LE HONGRE (France)

After this period, if we suffer any damage as a result of your late declaration, you lose any right to compensation.

The reimbursement of the amount of the Allowance will be made exclusively to the Insured or his beneficiaries, to the exclusion of any other natural or legal person.

You certify that you have not already received a partial or total refund from the seasonal rental organization or the Lessor, and you undertake to return to us any refund subsequent to the declaration of loss.

Any declaration not in accordance with the provisions of this guarantee entails forfeiture of any right of refund.

Do not forget when sending to mention us:

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

GENERAL FRAMEWORK OF THE CONTRACT

WHAT ARE THE GENERAL EXCLUSIONS APPLICABLE TO THE CONTRACT?

We cannot intervene when your claims for guarantees or services are the direct or indirect consequence of damage resulting from:

- ◆ Epidemics, Pandemics, recognized by national or international health authorities unless otherwise stipulated in the guarantee in case of COVID-19 damage and in accordance with the provisions of ANNEX 1 "COVID EXTENSION";
- ◆ the consequences of risky situations which are subject to collective quarantine or preventive measures by the international and/or local health authorities of the country where you are staying and/or the national authorities of your country of origin, unless otherwise stipulated in the guarantee;
- ◆ failure to vaccinate or impossibility of vaccination;
- ◆ civil war or foreign war, riots, popular movements, in accordance with Article L121-8 of the Insurance Code;
- ◆ catastrophic events (damage caused by volcano eruptions, earthquakes, sea action, tidal waves, landslides and other catastrophic events unless these events are declared "Natural Disasters");
- ◆ The consequences of the voluntary participation of the Insured and the persons travelling with the Insured and insured under this contract, in a crime, misdemeanour, riot or strike, except in cases of self-defence;
- ◆ intentional non-compliance with the regulations of the country visited;
- ◆ the decay of the atomic nucleus or any irradiation from ionizing radiation;
- ◆ use of medication or use of narcotics not medically prescribed, established by a competent medical authority;
- ◆ damage resulting from the consumption of alcohol by the Insured, characterized by the presence in the blood of a pure alcohol level equal to or higher than that set by the regulations of the country visited and governing motor traffic;
- ◆ accidents and their consequences caused or intentionally caused by the Insured;
- ◆ the practice of sport in a professional capacity;
- ◆ participation in endurance or speed events on board any land, nautical or air locomotive;
- ◆ non-compliance with the safety rules brought to the attention of the Insured and the persons travelling with the Insured and insured under this contract as well as the Members of the Insured's family related to the practice of sports activities;

- ◆ suicide or attempted suicide by the Insured and persons travelling with the Insured and insured under this contract as well as the Insured's Family Members;
- ◆ the absence of hazard;
- ◆ insured property and/or activities where the insurer is prohibited from providing an insurance contract or service as a result of any sanction, restriction or prohibition provided for by conventions, laws or regulations, including those decided by the Security Council of the United Nations, the Council of the European Union, or by any other applicable national law;
- ◆ property and activities carried out when they are subject to a sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the Security Council of the United Nations, the Council of the European Union, or by any other applicable national law. It is understood that this provision applies only in the event that the insurance contract, the insured property and activities fall within the scope of the decision on sanctions, total or partial embargo or prohibition;
- ◆ The reimbursement of the cleaning fee, tourist tax, insurance premium, visa fees and administrative fees (unless these administrative fees are part of the amount insured and declared by the Subscriber when joining this contract).

HOW IS YOUR ALLOWANCE CALCULATED?

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

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

If one of us fails to appoint an expert or the two experts to agree on the choice of a third, the appointment is made by the president of the judicial court ruling in summary proceedings. Each of the contracting parties shall bear the costs and fees of its expert and, where applicable, half of those of the third.

PENALTIES

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

a) Article L113-8: even if it has had no influence on the Claim, by the nullity of the contract in the event of

reluctance or intentional misrepresentation on the part of the insured, when this false declaration changes the object of the risk or reduces the opinion for the insurer;
b) Article L13-9: depending on whether it is established before or after the Loss, when the bad faith of the Member or the Insured is not established, by the following consequences:

- before the claim, by an increase in contributions or termination of the contract,
- after the Claim, by a reduction in the indemnity of the Claim in proportion to the rate of contributions paid compared to the rate of contributions that would have been due if the risks had been accurately and completely declared.

OTHER INSURANCE

In accordance with Article L. 121-4 of the Code, if all or part of the risks covered by this contract are or come to be covered by another insurance, the insured must immediately make the declaration to the company indicating the name of this insurer and the amounts insured. When several types of insurance against the same risk are taken out fraudulently or fraudulently, the penalties provided for in Article L. 121-3, first paragraph, of the Code (nullity of the Contract and damages) are applicable. When they are contracted without fraud, each of them produces its effects within the limits of the guarantees of the Contract and in compliance with the provisions of Article L. 121-1 of the Code with the exception of the civil liability guarantees of this Contract which are exercised only if the Insured does not benefit from civil liability guarantee by another insurance contract valid on the day of occurrence of the Harmful Event and likely to cover the monetary consequences. Within these limits, the beneficiary of the Contract may obtain compensation for his damage by contacting the insurer of his choice.

CLAIMS

During the life of the Contract, difficulties may arise. Also, for any request or correction of information or in case of dispute you must first consult your Manager:

by mail: PinkAssur, complaint department, 63 rue des Lanvaux, 77700 MAGNY LE HONGRE (France).

or

by phone: 06.27.80.30.07

or

by email: reclamation@pinkassur.com

You will receive an acknowledgment of receipt within 10 working days maximum. You will be kept informed of the progress of the examination of your situation, and will receive, unless otherwise justified in writing, a response no later than two (2) months following the sending of your complaint letter.

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

In any case, in case of persistent disagreement and the expiry of the period of two (2) months after sending your claim, provided that no legal action has been taken, you have the possibility to seize the Insurance Mediation (TSA 50110 75441 Paris cedex 09 or electronically www.mediation-assurance.org). The opinion of the insurance mediator is not binding on the parties, who are free to accept or refuse his proposed solution and to refer the matter to the competent court.

AUTHORITY RESPONSIBLE FOR THE SUPERVISION OF THE INSURANCE UNDERTAKING

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

PROTECTION OF PERSONAL DATA

In accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, on the Protection of Personal Data (RGPD), we inform you that the data collected will be subject to automated processing by AREAS ASSURANCE and PINKASSUR, responsible for processing for the conclusion, management and execution of Insurance Contracts and for commercial prospecting and management purposes. They may be transmitted to companies of the AREAS group and its partners for the same purposes, including outside the European Union. This data will be kept for the legal limitation periods.

You have the right to access, rectify, object for legitimate reasons, erasure as well as the right to define guidelines for the storage, erasure and communication of your personal data after your death. You also have the right to the portability of your personal data. All of your rights can be exercised with the Data Protection Officer of :

The Insurer, at the following address: AREAS ASSURANCES - Compliance Department – DPO. 47 Rue de Miromesnil 75380 PARIS Cedex 08 (France), or by email at the following address: dpo@areas.fr.

Or

From the Broker, PinkAssur to the following address: 63 rue des Lanvaux, 77700 MAGNY LE HONGRE (France) or by email to the following address: drpo@pinkassur.com.

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

SUBROGATION

In accordance with the provisions of Article L121-12 of the Insurance Code, the Insurer is subrogated up to the amount of the compensation paid by him, in the rights and actions of the Insured against the Third Parties responsible for the Loss.

In the event that the Subrogation can no longer, because of the Insured, operate in favor of the Insurer, the latter will then be relieved of its obligations towards the Insured to the extent that the Subrogation could have been exercised.

LIMITATION OF ACTIONS DERIVING FROM THE INSURANCE CONTRACT

Limitation is the period beyond which no claim is admissible.

Any action arising from this Agreement is time-barred by two years from the event giving rise to it.

Article L114-1 of the Insurance Code

"All actions deriving from an Insurance Contract are prescribed by two years from the event giving rise to it. However, this period shall not run:

1 ° In case of reluctance, omission, false or inaccurate declaration on the risk incurred, only from the day on which the insurer became aware of it;

2 ° In the event of a claim, only from the day on which the persons concerned became aware of it, if they prove that they have been unaware of it until then.

When the action of the insured against the insurer is caused by the recourse of a Third Party, the limitation period runs only from the day on which this Third Party has brought legal action against the insured or has been compensated by the latter.

The limitation period is extended to ten years in Life Insurance Contracts when the beneficiary is a separate person from the subscriber and, in Accident Insurance Contracts affecting persons, when the beneficiaries are the beneficiaries of the deceased insured.

For life insurance contracts, notwithstanding the provisions of 2°, the actions of the beneficiary are prescribed no later than thirty years from the death of the insured".

The prescription may be interrupted as provided for in Article L 114.2 of the Insurance Code:

Article L114-2 of the Insurance Code

"The limitation period shall be interrupted by one of the ordinary grounds for interruption of the limitation period and by the appointment of experts following a claim. The interruption of the limitation period of the action may, in addition, result from the sending of a registered letter or an electronic registered mailing, with acknowledgment

of receipt, sent by the insurer to the insured with regard to the action for payment of the premium and by the insured to the insurer with regard to the payment of the indemnity".

Article L114-3 of the Insurance Code

"By way of derogation from Article 2254 of the Civil Code, the parties to the Insurance Contract may not, even by mutual agreement, modify the duration of the limitation period, nor add to the grounds for suspension or interruption thereof. "

The ordinary causes of interruption of the prescription mentioned in Article L114-2 are those provided for in Articles 2240 to 2246 of the Civil Code, reproduced below:

Article 2240 of the Civil Code: "The recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period."

Article 2241 of the Civil Code: "The legal claim, even in summary proceedings, interrupts the limitation period as well as the limitation period.

The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect. »

Article 2242 of the Civil Code : "The interruption resulting from the legal claim shall have effect until the termination of the proceedings."

Article 2243 of the Civil Code : "The interruption is void if the applicant withdraws his application or allows the proceedings to lapse, or if his application is **definitively rejected.**"

Article 2244 of the Civil Code: "**The limitation period or the limitation period** is also interrupted by a precautionary measure taken pursuant to the Code of Civil Enforcement Procedures or an act of enforcement."

Article 2245 of the Civil Code: "The interpellation made to one of the joint debtors by a request to court or by an act of forced execution or the recognition by the debtor of the right of the one against whom he prescribed interrupts the limitation period against all the others, even against their heirs.

On the other hand, the interpellation made to one of the heirs of a joint and several debtor or the recognition of that heir does not interrupt the limitation period with regard to the other co-heirs, even in the case of a mortgage claim, if the obligation is divisible. Such interpellation or recognition shall interrupt the limitation period, in respect of the other co-debtors, only in respect of the share for which that heir is bound. To interrupt the limitation period for the whole, in respect of the other co-debtors, it is necessary the interpellation made to all the heirs of the deceased debtor or the recognition of all these heirs. »

Article 2246 of the Civil Code: "The arrest made to the principal debtor or his recognition interrupts the limitation period against the surety."

COMPETENT COURTS – APPLICABLE LAW

Pre-contractual and contractual relations are governed by French law and mainly the Insurance Code.
Any legal action relating to this Agreement will be the sole jurisdiction of the French courts.

LANGUAGE USED

The language used in the context of pre-contractual and contractual relations is French.

COMBATING MONEY LAUNDERING AND TERRORIST FINANCING

To meet its legal obligations, the Insurer implements supervisory processing for the purpose of combating money laundering and the financing of terrorism and the application of financial sanctions.

PROVISIONS RELATING TO GUARANTEES CIVIL LIABILITY VILLEGATURE OF THE TENANT

TRANSACTION - ACKNOWLEDGEMENT OF LIABILITY

No acknowledgement of responsibility, no transaction that you would have accepted without our agreement is opposable to us. However, the admission of a material fact is not considered as an acknowledgement of responsibility, nor is the mere fact of having provided a victim with urgent assistance, when it is an act of assistance that every person has the right to perform.

PROCEDURE

In the event of an action against the Insured, we defend him and direct the trial for the facts and damages falling within the scope of the guarantees of this Contract.
However, he may join our action as soon as he can justify an interest of his own not covered under this contract.
The fact of providing, as a precautionary measure, to its defense can not be interpreted as an acknowledgment of warranty and does not imply in any way that we agree to assume damages that would not be guaranteed by this contract.

RECOURSE

With regard to remedies:

- before the civil, commercial or administrative courts, we are free to exercise it within the framework of the guarantees of this contract,
- before the criminal courts, legal remedies may be exercised only with his agreement,
- if the dispute concerns only civil interests, the refusal to give its consent for the exercise of the remedy envisaged entails the right for us to claim compensation equal to the damage that will result for Us.

The Insured cannot oppose the exercise of our recourse against a responsible Third Party if it is guaranteed by another insurance contract.

UNENFORCEABILITY OF DISQUALIFICATIONS

Even if the Insured defaults on its obligations after the Loss, we are obliged to compensate the persons to whom it is responsible.

However, in this case, we retain the right to bring an action for reimbursement against him for all sums that we have paid or set aside in his place.

COURT COSTS

We cover the costs of litigation, discharge and other settlement costs. However, if the Insured is sentenced for an amount greater than that of the guarantee, each of us bears these costs in proportion to the respective shares in the sentence.

APPENDIX 1: COVID EXTENSION

WHAT DO WE GUARANTEE?

Notwithstanding the exclusions of this contract and subject to the subscription of this extension, we guarantee you the reimbursement of the sums actually paid and the Cancellation or modification or interruption fees due under this Agreement, up to the amount indicated in the Tableau de Garanties, for one of the following reasons:

BEFORE the trip

→ In case of cancellation

- **Cancellation for serious illness declared in the 30 days prior to departure, following COVID-19 contamination of the Insured justified** by a medical authority, and resulting in quarantine and/or hospitalization (supporting documents will be required);
- **Cancellation for Serious Illness declared within 30 days prior to departure, following COVID-19 contamination of a Family Member of the Insured**, justified by a medical authority, and resulting in hospitalization (supporting documents will be required);
- **Cancellation for denied boarding by the Insured, following a COVID-19 check carried out on arrival at the airport of departure.** (A proof issued by the transport company that denied you boarding, or by the health authorities, must imperatively be sent to us; in the absence of this proof, no compensation will be possible);
- **Cancellation following a positive COVID-19 result of a PCR and/or antigen test taken within 72 hours prior to departure.** In the case of an antigen test declared positive, the Insured must perform a PCR test to confirm the outbreak of COVID 19. In the absence of these documents, no compensation will be possible.

For the warranty to be acquired, the test must be performed only:

- either at the request of a doctor, consulted BEFORE performing the test for existing symptoms, or
- REQUIRED by the health authorities of the country of destination, the tour operator or the transport company to be able to make the trip.

Any trip cancellation due to a positive PCR/antigen test carried out outside these conditions will not be covered by this contract and will not be subject to any refund.

DURING the Stay

→ In case of interruption of stay

- **Quarantine and/or hospitalization due to COVID-19 of the Insured during the Stay**, and justified by a "positive" PCR test (supporting documents will be required).
- **Hospitalization due to a COVID-19 attack of a Family Member of the Insured during the Stay** and justified by a "positive" PCR test (supporting documents will be required).

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

HOW LONG DO YOU HAVE TO DECLARE THE CLAIM?

Two steps

1/ From the first manifestation of the disease, you must notify your Lessor IMMEDIATELY.

If You subsequently cancel the trip with the Lessor, We will only refund the Cancellation Fees from the date of the contraindication established by a competent authority, in accordance with the cancellation scale set out in the Lessor's special conditions of sale.

2/ On the other hand, you must declare the claim to **PINKASSUR within 5 working days** of the event giving rise to the guarantee.

By email: claim@pinkassur.com or,
By mail to: PinkAssur, 63 rue des Lanvaux, 77700 MAGNY LE
HONGRE (France)

If this deadline is not met and we suffer damage as a result, you lose all right to compensation.

Do not forget when sending to mention us:

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

WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?

Your written claim must be accompanied by:

- **in the event of serious illness and/or hospitalisation:** a medical certificate and/or an administrative hospitalisation bulletin specifying the origin, nature, severity and foreseeable consequences of the illness;
- **in the event of a "positive" PCR test:** the doctor's prescription corresponding to the test request to be carried out, the result of the test, the isolation certificate from the CPAM or the ARS;

You must communicate to PINKASSUR, the documents and medical information necessary for the examination of your file, by means of the pre-printed "Medical Service" envelope, which we will send you upon receipt of the claim, as well as the medical questionnaire to be completed by your doctor.

If you do not have these documents or information, you must have them communicated to you by your doctor and send them by means of the pre-printed envelope referred to above, to PINKASSUR. You must also send any information or documents that will be requested to justify the reason for your cancellation, including:

- all photocopies of prescriptions prescribing medicinal products, analyses or examinations and all documents justifying their supply or execution, and in particular disease sheets containing, in the case of prescribed medicinal products, copies of the corresponding stickers,
- the statements of the Social Security and complementary bodies or any other similar body, relating to the reimbursement of processing costs and the payment of daily allowances,
- the original of the invoice paid for the debit that you must be required to pay to the Lessor or that the latter keeps,
- the number of your insurance contract,
- the registration form issued by the Lessor,
- in case of denied boarding: proof issued by the transport company that denied you boarding, or by the health authorities; in the absence of this proof, no compensation will be possible),
- and any other necessary documents.

In addition, it is expressly agreed that you accept in advance the principle of a check by our medical officer. Therefore, if you object without legitimate reason, you will lose your warranty rights.

WHAT WE EXCLUDE

In addition to the general exclusions common to all warranties, the following are also excluded:

- ◆ The impossibility of leaving related to the closure of borders, travel restrictions, transport cancellations, material organization, accommodation or security conditions of the destination;
- ◆ Forgetting or not vaccinating;
- ◆ PCR or antigen tests not required by the country of destination, the transport company or the tour operator;
- ◆ PCR or antigen tests that have not been medically prescribed BEFORE performing the test to check for existing symptoms;
- ◆ Anyone declared a contact case of COVID 19 but not confirmed by a positive PCR test and/or not preventing travel from taking place;
- ◆ An illness or event that has been the subject of a first observation, a relapse, a worsening occurred prior to the date of accession to this contract and making travel impossible for the Insured;
- ◆ An illness or event that has been the subject of a first observation, relapse, aggravation or hospitalization between the date of purchase of the Stay and the date of enrolment in the insurance contract;
- ◆ The health situation of the place of stay;
- ◆ Events occurring between the date of enrolment in the insurance contract and the date of departure of your trip not listed in the article "WHAT DO WE GUARANTEE" of this ANNEX;
- ◆ The simple fact that the geographical destination of the trip is discouraged by the French Ministry of Foreign Affairs.
- ◆ The reimbursement of the cleaning fee, tourist tax, insurance premium, visa fees and administrative fees (unless these administrative fees are part of the amount insured and declared by the Subscriber when joining this contract).