# Réf MKT Notice Sada Affinitaire Annulation de séjour – 01/01/2019

# **ENTORIA**

### **SADA Assurances Policy Booklet**

A French Société Anonyme (Limited Company) with a Management Board and a Supervisory Board, governed by the French Insurance Code (le code des assurances), with capital of €32,388,700. Registered in the Nîmes Trade and Companies Registry under number B 580 201 127. Registered office: 4 rue Scatisse, 30934 Nîmes Cedex 9, through Entoria, Code: 69136 / ORIAS No: 19 005 943 (www.orias.fr), 166, rue Jules Guesde – 92308 Levallois Perret Cedex.

This policy booklet summarises the General Conditions of the policy taken out with SADA Assurances, as well as your rights and obligations. The full text of the policy governing your membership can be obtained through a simple request to Entoria, by registered letter.

Disclaimer: This translation is provided for information purposes only. In the event of a difference of interpretation or a dispute, the original French version of this document shall be binding.

### **GENERAL PROVISIONS**

The policy is governed by the French Insurance Code, hereafter referred to as the "Code", and by French law.

It consists of these General Conditions and of the Special Agreements, Riders and/or Schedules. The Special Conditions are also a supplemental, integral part thereof.

### SECTION A - PURPOSE OF THE POLICY, GEO

### A.1 - PURPOSE OF THE POLICY

This policy covers members against financial loss suffered as a result of the cancellation of their stay at a campsite due to a previously defined incident affecting the person who purchased the holiday (cancellation or interruption affecting the number of nights or pitch).

### A.2 - GEOGRAPHIC SCOPE

Unless otherwise expressly agreed by the insurer, the cover provided by this policy is for campsites located in metropolitan France including Corsica, but excludes French overseas departments and territories, for trips booked by beneficiaries residing **in France or abroad**.

### A.3 - "ALL RISK" EXCLUSIONS

Other than the policy-specific exclusions, the policy shall never cover:

- Damage caused wilfully or intentionally by any insured person or with his/her complicity (if the policy is taken out by a legal entity, damage caused intentionally by the corporate officers or the management of said insured legal entity is excluded);
- Damage caused by the following events:
  - Foreign war;
  - Civil war, revolt, military rebellion;
  - Volcanic eruption, earthquake, flood, tidal wave, collapse, subsidence or landslide, avalanche or other disaster;
- Damage caused during wartime by warfare, or after the cessation of hostilities by prohibited warfare and which the insured party or the owners for whom s/he is civilly liable knowingly own or possess, as well as damage caused by the voluntary handling of warfare by the insured parties;
- Nuclear damage or damage caused by any source of ionising radiation;
- Damage caused by an attachment, requisition, embargo, confiscation, seizure or destruction ordered by a government or public authority;
- Damage resulting from the possession or use of firearms or explosives;
- Fees and fines in relation to damage and/or the consequences thereof;
- The consequences of damage resulting from concerted (or non-concerted) actions. terrorism, attacks or sabotage:
- Trips booked by the owners of the accommodation or their ascendants or descendants.

## SECTION B - FORMATION, VALIDITY PERIOD AND TERMINATION OF THE POLICY

### **B1.1 – REPORTING OBLIGATIONS WHEN PURCHASING THE POLICY**

The policy and the contribution are established based on the answers given to the questions asked, in particular in the risk declaration form (Insurance Proposal), pursuant to Article L. 113-2 of the Code. The policy holder and the member must therefore accurately declare all circumstances known to them to the insurer, to enable the insurer to assess the risks presented to it, subject to the penalties set out below.

### **B1.2 – COMPULSORY DECLARATIONS DURING THE POLICY PERIOD**

Except in the case of an unforeseen accident or *force majeure*, the member shall send a registered letter to the insurer declaring any new circumstances that could increase the risk or create new risks and as such render the answers given to the insurer - in particular in the declaration form - inaccurate or null and void, failing which the claim will not be considered. The member must send this declaration within 30 days of becoming aware of such circumstances. However, forfeiture for declaring the new circumstances after the 30-day period can only be enforced against the insured if the insurer establishes that the late declaration caused it harm.

In the event that the risk increases during the policy period, in such a way that, if the new circumstances had been declared when the policy was taken out or renewed the insurer would not have provided cover or would have only done

so in return for a higher premium, the insurer may in accordance with Article L. 113-4 of the Code either:

- Terminate the policy; or
- Propose a higher premium.

If within 30 days the member does not respond to the insurer's proposal to terminate the policy or if s/he expressly declines such a proposal, the insurer may terminate the policy at the end of this time period.

### **B2 – SANCTIONS**

Any reluctance, intentional false statement, omission or inaccuracy in the risk declaration shall be sanctioned as follows:

- if it is proved that the insured acted in bad faith, the policy shall be rendered null and void (even if said action had no impact on the claim) pursuant to Article L.113-8 of the Code. If the bad faith has not been proved but simply ascertained: before the claim: the contribution will be increased or the policy terminated; after the claim: the compensation will be reduced in proportion to the contributions that would have been owed if the insured had declared the risk accurately and in full, pursuant to Article L. 113-9 of the Code. The rate used as a basis for this reduction shall, as applicable, be that which applies either at the time the policy is taken out, that in force as of the date that the risk increases or, if it can be determined, that in force as of the most recent payment date prior to the claim.

### **B3 – DECLARATION OF VARIABLE FACTORS**

Each month - and by the 30th (thirtieth) of the month at the latest - the policyholder shall send the insurer, via the Delegatee, a list of new members of the insurance programme.

### **B4 – OTHER INSURANCE**

If the events, risks and harmful consequences covered by this policy are or have recently been covered by another insurance policy, the insured must declare this by registered letter in accordance with Article L. 121-4 of the

### B5 – FORMATION AND ENTRY INTO EFFECT OF THE POLICY

The policy shall be formed as soon as it is signed by the policyholder and the insurer. It shall enter into effect as of the date specified in the Special Conditions. These provisions shall apply to any policy endorsement or amendment. Exception: The policy shall be void in the event that the insurer is prohibited from issuing a policy or providing an insurance service as a result of sanctions, restrictions or bans provided for by the laws or regulations in force, or if the insured goods or activities are subject to any whatsoever sanction, restriction, full or partial embargo or ban under the laws or regulations in force.

### B6 – POLICY PERIOD AND COVER

As stated in the Certificate of Insurance, each member's cover shall be effective, for the period specified in the Certificate of Insurance, until the end of the chosen period, subject to payment of the one-off contribution, payable in advance.

### B7 – MEMBERSHIP TERMINATION

In the event of termination during the period of insurance, the portion of the contribution relating to the portion of the period subsequent to the termination shall not be retained by the insurer. Nonetheless, in the event of termination as a result of failure to pay the contribution, the policyholder shall owe the insurer the entire annual contribution due, and the portion of the contribution relating to the period between the date of termination and the end of the cover period during which the termination occurred will be retained by the insurer as compensation.

### SECTION C - PREMIUMS

### PAYMENT OF CONTRIBUTIONS AND CONSEQUENCES OF NON-PAYMENT

Each member's contribution is a one-off contribution payable in advance for the period. Contributions and incidental expenses, as specified in the Special Conditions and in the Certificate of Insurance for each member, as well as the taxes and duties levied on the insurance policies, shall be payable immediately as of the date of signature of the Certificate of Insurance, either at our head office or at the premises of the insurance intermediary potentially appointed by us for this purpose, subject to Articles L. 113-3 and L. 141-3 of the Code for the relevant member.

The contribution is payable by the member to the policyholder and is then transferred by the policyholder to the Delegatee for each stay falling within the scope of the cover. If a contribution is not paid in full or in part within ten days of its due date, irrespective of our right to pursue the matter in court, the insurer may, by means of a formal notice sent by registered letter to the last known or elected home address, suspend the cover thirty days after said letter has been sent. The insurer shall be entitled to terminate the policy 10 days after expiry of the aforementioned thirty-day period by providing notice of such termination, either in the formal notice sent by registered letter, or in a new registered letter.

### SECTION D - CLAIMS

### D1 - MEMBER'S OBLIGATIONS IN THE EVENT OF CLAIMS

### Specific deadlines for cancellation events

<u>Medical reason:</u> you must submit your claim as soon as a competent medical authority has established that your trip should not be undertaken due to the severity of your medical condition.

If you cancel your trip after having been advised not to travel, we will only reimburse the cancellation fees in force as of the date the travel advice is given (calculated in accordance with the policyholder's or trip organiser's schedule, of which you were informed when you booked the trip).

Any other reason: you must submit your claim to the Delegatee within **five** working days of the event giving rise to the claim, and as soon as you become aware thereof. If you cancel your trip after this date, we will only reimburse the cancellation fees in force as of the date of the event (calculated in accordance with the policyholder's or trip organiser's schedule, of which you were informed when you booked the trip).

To this end, you must send us the insurance claim form attached to your insurance policy.

### D.2 – SUPPORTING DOCUMENTS REQUIRED FOR THE INSURANCE CLAIM

D.2.1 The insured must provide the Delegatee with all of the information needed to support and assess the loss, within thirty working days of submitting the claim, failing which the claim will not be considered.

### Trip cancellation:

The claim form must be sent along with the following documents:

- in the event of illness or accident, a medical certificate and/or hospital admission form specifying the cause, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a death certificate,
- in other cases, all and any supporting documents.

The insured must provide us with the medical documents and information needed to examine the claim, using the pre-addressed envelope in the name of the medical insurance adviser (médecin conseil), which we will send him/her as soon as we receive the claim. If the insured does not have such documents or information, s/he must have them sent to him/her by his/her general practitioner and then send them on to us using the aforementioned pre-addressed envelope.

The insured must release his/her doctor from their medical secrecy obligation. The same applies for the general practitioner of the person who caused the cancellation, failing which you will forfeit your right to compensation.

The insured must also send us these additional documents using the preaddressed envelope in the name of the medical insurance adviser, as well as all and any information or documents that may be requested of him/her in order to justify the cancellation, and in particular:

- all and any photocopies of prescriptions for medication, analyses or examinations, as well as any documents substantiating the delivery or performance thereof, and in particular medical expense claim forms including a copy of the corresponding labels for the medication prescribed;
- a breakdown of reimbursements from the social security or any other similar body, with respect to the cost of treatment and the payment of daily benefits:
- the original of the bill stating the amount that the insured had to pay to the trip organiser or that is retained by the trip organiser;
- the number of his/her insurance policy:
- the registration form issued by the policyholder, travel agency or organiser;
- in the event of an accident, the insured must specify the causes and circumstances and provide us with the name and address of the responsible party or parties and, where applicable, of witnesses.

Furthermore, it is expressly agreed that the insured hereby accepts the principle that claims will be examined by our medical insurance adviser. As such, if the insured objects to such a review without just cause, s/he shall lose his rights under the policy.

### Trip interruption:

The insured must send the insurer all and any documents required to prepare the file and thus prove the well-founded nature and the amount of the claim.

In any event, the insured will be systematically requested to provide the tour operator's original, itemised bills showing ground and travel services. If the medical information required to examine the claim is not sent to our medical insurance adviser, the claim cannot be settled.

### In both cases:

The claim must be sent within five working days of the relevant triggering event, to:

### ENTORIA TSA 51234 92308 LEVALLOIS-PERRET CEDEX

### D.2.2. Loss adjustment

In the event of a disagreement about the amount of compensation proposed by the insurer, the insurer may appoint an independent loss adjuster to estimate the compensation amount. The insured may also appoint an independent loss adjuster.

If said loss adjusters do not agree, a third loss adjuster will be appointed. The three loss adjusters shall work together on a majority vote basis.

If one of the parties fails to appoint an independent loss adjuster or if the two loss adjusters cannot agree on the choice of a third, the appointment shall be made by the President of the *Tribunal de Grande Instance (TGI*-Regional Court) in the jurisdiction in which the beneficiary has their registered address or the Paris *TGI*, if the beneficiary's registered address is outside of France.

This appointment shall take place by means of a simple request by the first party to act, no earlier than 15 days after posting to the other party of a formal notice by registered letter with return receipt requested. Each party shall bear the fees and expenses of their loss adjuster, as well as one half of those of the third loss adjuster and the expenses relating to the appointment thereof.

### D.3 – SANCTIONS

The insured will entirely forfeit his/her rights in respect of the claim in question, if s/he acts in bad faith by:

- concealing or distorting all or part of the information enabling the insurer to assess the insured's situation;
- using fraudulent means or false documents as evidence;
- making a false statement regarding the date, circumstances or consequences of the claim.

### D.4 - COMPENSATION AMOUNT (NOTIFICATION BY THE INSURER)

In the event of cancellation or interruption as referred to in the Special Agreements, the insurer shall settle the compensation, corresponding to the reimbursement of trips cancelled or interrupted by the insured, within the limits of the policy and as specified in the Special Conditions and the Certificate of Insurance.

### D.5 - EXCESSES

The policy may provide for the application of general and/or specific excesses (fixed sum or relative). Where applicable, these will be specified in the Special Conditions and the Certificate of Insurance.

In the event of a claim, such excesses will be applied in accordance with the following terms and conditions:

- Unless otherwise specified, excesses shall apply on a per claim basis and with respect to all events covered by the policy.
- If the policy includes a general excess, this shall replace the specific excesses unless the specific excess is greater than the general excess, in which case the specific excess shall continue to apply. The general and/or specific excesses shall be deducted from the compensation after the application of any potential reduction in compensation.

### D.6 – COMPENSATION PAYMENT DEADLINES

The payment must be made within fifteen days of the agreement between us or of the date of service of an enforceable judicial decision.

### SECTION E – MISCELLANEOUS PROVISIONS E1 – FORFEITURE

If the policyholder or member acts in bad faith by making false statements, using inaccurate documents or fraudulent means as evidence, s/he shall forfeit all and any rights with respect to the claim in question.

### E2 - SUBROGATION

Pursuant to Article L. 121-12 of the Code, the insurer shall be subrogated, in the amount of compensation that it has paid, to the rights and actions of the insured against any private individual or legal entity responsible for the claim. If the insurer cannot exercise the right of subrogation for a reason attributable to the insured, the cover will cease to apply to the extent that the right of subrogation could have been exercised.

### E3 – REOUISITION

Pursuant to Article L.160-6 of the Code, requisitioning ownership of the whole or part of an asset shall automatically entail the suspension of the

policy with respect to such asset, within the limits of the requisition and to the extent of the State's responsibility.

### **E4 – LIMITATION PERIOD**

The limitation period is the period upon expiry of which a legal action can no longer be undertaken. The provisions regarding the limitation period for actions arising from the insurance policy are laid down in Articles L. 114-1 to L. 114-3 of the Code, as follows: Article L. 114-1 of the Code: All legal actions arising from an insurance policy shall be barred two (2) years as from the event that gave rise thereto. However, said time limit shall only run: 1. in the event of non disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, from the date on which the insurer becomes aware thereof; 2. in the event of loss, from the date the concerned parties become aware thereof, if they prove that they were previously unaware of such facts. If the insured's action against the insurer arises from a third-party claim, the limitation period shall run only from the date on which said third party brings a legal action against the insured or the latter pays it compensation.

Article L. 114 -2 of the Code: The limitation period shall be interrupted by any of the ordinary causes that interrupt the limitation period and by the appointment of loss adjusters following a loss. The limitation period may also be interrupted as a result of the posting of a registered letter with acknowledgement of receipt or the sending of an e-mail with a delivery receipt by the insurer to the insured concerning the payment of a contribution and by the insured to the insurer concerning the settlement of a claim.

**Article L. 114 -3 of the Code:** Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, either change the duration of the limitation period, or add to the grounds for the suspension or interruption thereof.

**Additional information:** Common reasons for interrupting the limitation period are listed in Articles 2240 et seq. of the French Civil Code, and notably include: the acknowledgement by the debtor of the right of the person against whom the debtor is enforcing a limitation period, legal proceedings (including on an urgent basis), enforcement measures. Please refer to the aforementioned articles of the French Civil Code for information on all of the most common reasons for interrupting the limitation period.

### E5.1 - COMPLAINTS

In the event of difficulties implementing this policy, the policyholder and its members can contact the Delegatee's Complaints Department, which will deal with their complaint. Complaints must be sent to the following address:

### **ENTORIA**

### TSA 51234 – 92308 LEVALLOIS-PERRET CEDEX

### By email: reclamation.iard@entoria.fr

In accordance with the regulations in force, the Delegatee undertakes to acknowledge receipt of complaints within ten days and to reply within two months. If the disagreement persists, the policyholder and its members can then refer any complaint to the insurer, as follows:

- in a letter addressed to the Service Traitement des réclamations et de la Médiation (complaints and mediation department) at the following address: SADA Assurances Service Relations Clientèle Médiation, 4 rue Scatisse, 30934 Nîmes Cedex 9
- or by email: accueilmediation@sada.fr

Each complaint received is given special attention. A file is opened as soon as the letter is received. It includes information about the complaint, as well as all the supporting documents required for the complaint to be processed quickly, free of charge, and as efficiently as possible with a view to finding a satisfactory solution for the policyholder. All such information will only be dealt with internally.

### Complaints are processed as follows:

Complaints shall be processed free of charge. The policyholder shall not bear any of the costs relating to the processing of his/her complaint. The insurer shall respond quickly and process its clients' complaints in the chronological order in which they are submitted. Complaints shall be processed in accordance with the following requirements:

- complaints will be acknowledged within a maximum of ten working days of receipt thereof (unless a response is provided within this timeframe);
- a letter of reply will be sent to the policyholder within a maximum of two months of the date of receipt of the complaint and the date of sending the response to the client, except in the event of duly justified circumstances.

### E5.2 - MEDIATION

When the above steps do not lead to a solution and if the file is eligible for mediation, an amicable solution may be sought by referring the matter to the French insurance mediation organisation (*La Médiation de l'Assurance*). The French insurance mediation organisation can be contacted at the following address: <a href="www.mediation-assurance.org">www.mediation-assurance.org</a> or by post at: LMA - TSA 50 110, 75441 Paris Cedex 09.

### E6 - INSURANCE REGULATOR

The activities of SADA Assurances are regulated by the *Autorité de Contrôle Prudentiel (ACP)*, 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09.

### E7 - RIGHT TO ACCESS INFORMATION

Information collected directly by SADA Assurances from you shall be processed in compliance with the amended law of 6 January 1978 on information technology, files and individual freedom and the General Data Protection Regulation of 27 April 2016, which came into force on 25 May 2018. When necessary, you will be informed at the time of collection whether this information is mandatory or optional. The purpose of processing such data is to implement, manage and perform your insurance policies; manage clients, monitor quality and manage internal technical and sales policy; manage risks and mediation, fulfil the legal, regulatory and administrative provisions in force, in particular with respect to the fight against fraud that could lead to inclusion on a list of potentially fraudulent individuals, and the fight against money-laundering and terrorism financing.

The aforementioned processing is based at least on:

- the performance of a policy to which you are a party or the performance of precontractual measures taken at your request;
- compliance with a legal obligation to which the data controller is subject;
- legitimate interest pursued by the data controller, in particular combating fraud and defining an internal technical and sales policy.

When the processing is not based on any of the aforementioned considerations, you will be asked to consent to the processing.

In order to manage claims, SADA Assurances may need to process so-called sensitive data about health-related matters. Such data will be processed in compliance with medical secrecy. When such personal data are collected, you shall expressly consent to their being processed for this specific purpose.

These data are provided to the insurer's various departments within the scope of their activities (technical, sales, audit, legal), potential subcontractors, service providers, stakeholders (lawyers, loss adjusters, legal officials, professional officers, administrators, guardians, investigators and healthcare professionals), fellow insurers, co-insurers or reinsurers, professional or social bodies, the French agency for combating insurance fraud (Agence pour la lutte contre la fraude à l'assurance - ALFA), the insurer's regulators. Your data are only transferred outside the European Union when necessary for the performance of your policy.

Data are retained for the period strictly necessary to manage the insurance policy, plus any limitation periods provided for by the civil and insurance codes.

You have a right of access, a right to rectification, a right to object to the processing, a right to erasure and a right to restrict the processing of your data, and establish guidelines regarding the retention, erasure and communication thereof in the event of your death, as well as a right to data portability.

You have the right to object at any time to the processing of personal data concerning you for direct marketing purposes, which includes profiling to the extent that it is related to such direct marketing.

If you have consented to the processing of certain data, you may withdraw such consent at any time.

All of these rights may be exercised, in writing or in person, upon presentation of a valid ID card, by contacting the customer relationship department at Relation Clientèle – information CNIL – 4 rue Scatisse, 30934 Nîmes Cedex 9 – Email: <a href="mailto:infocnil@sada.fr">infocnil@sada.fr</a>.

Unless the aforementioned provisions are breached, you are entitled to make a complaint to the CNIL.

### E8 – COMBATING MONEY LAUNDERING

Due to the checks that the insurer is legally obliged to perform for the purpose of combating money laundering and terrorism financing, in particular with respect to cross-border capital flows, the insurer may request explanations or supporting documents from you at any time, including with respect to the purchase of the goods or property that are insured or the money paid with respect to the policy.

### **SPECIAL AGREEMENTS**

### **DEFINITIONS**

Fortuitous event: Unintentional, unforeseeable, unavoidable and external event.

**Member/Insured/Beneficiary:** Private individual, duly insured under this policy and linked to the policyholder, named as such on the Certificate of Insurance and having purchased or co-purchased a holiday at a campsite.

Insurer: SADA Assurances, a French Société Anonyme (Limited Company) with a Management Board and a Supervisory Board, with capital of €32,388,700, whose registered office is located at 4 rue Scatisse, 30934 Nîmes cedex 9, registered in the Nîmes Trade and Companies Registry under number 580 201 127, hereafter referred to as "us" or "we",

**Attack/Act of terrorism:** Any act of violence, which is a criminal or illegal attack against persons and/or property, in the country in which you are holidaying, with the aim of seriously disrupting public order. Such an event must be identified as an "attack" by the French Ministry of Foreign Affairs.

**Natural disasters:** An abnormally extreme natural phenomenon not due to human intervention.

**Insurance Code:** Compilation of legislative and regulatory texts governing the insurance policy.

**Residence:** Your primary and habitual place of residence, which must be in Europe.

**DOM COM (French overseas territories and communities):** DOM COM refers to the new name for the DOM TOM, in use since the French constitutional reform of 17 March 2003, and arising from changes in the DOM TOM names and definitions.

**Transport company:** Any company duly authorised by the public authorities to transport passengers.

**Europe:** The countries of the European Union, Switzerland, Norway or the Principality of Monaco, within the European Economic Area.

Excess: The portion of the compensation for which you are liable.

Mainland France: Mainland France and Corsica, excluding the DOM COM.

Entoria, Claims Delegatee, 166, rue Jules Guesde, 92300 Levallois-Perret.

**Strike:** A collective action consisting of a concerted work stoppage by the employees of a company, an economic sector or a professional category for the purpose of supporting certain claims.

**Civil war:** An armed opposition by several parties within a single country, as well as any uprising, revolt, coup, enforcement of martial law or the closure of borders ordered by the local authorities.

**Foreign war:** Foreign war shall mean an armed opposition, whether declared or not, of one State against another, as well as any invasion or siege.

**Insurance intermediary:** Your insurance broker or other insurance intermediary, registered with the *ORIAS* (the French body responsible for holding and maintaining a single register of financial intermediaries), referred to on the Certificate of Insurance.

**Illness/Accident:** Any deterioration in health diagnosed by a medical authority, requiring medical care and the absolute cessation of any professional or other activities.

**Family member:** Any person that can prove a family relationship (either *de facto* or by rule of law) to the insured.

**Pollution:** Environmental degradation through the introduction of substances not naturally present in the environment into the air, water or soil.

**Habitual residence:** The member's habitual residence refers to their tax residence; your primary residence must be in Europe.

Claim: Event likely to result in the enforcement of the policy.

**Policyholder:** A campsite or central purchasing body that has purchased a group insurance policy for the benefit of the Member.

**Subrogation:** The legal situation whereby a person receives the benefit of the rights of any other person (for example, the Insurer is subrogated to the rights of the Policyholder in order to take action against the opposing party).

**Third party:** Any person other than the Insured who is liable for damage. Any Insured who is a victim of bodily injury, material damage or consequential damage caused by another Insured (the Insured are regarded as third parties in respect of each other).

# SECTION 1 – COVER FOR FINANCIAL LOSSES SUFFERED DUE TO TRIP CANCELLATION

### 1. PURPOSE OF THE COVER

Cancellation insurance covers the payment and reimbursement of the deposits or any amounts kept by the policyholder or trip organiser

and billed in accordance with the relevant terms of sale (excluding administration fees, visa costs, the insurance premium and all taxes), if the beneficiary is obliged to cancel or interrupt his/her trip as specified in the Certificate of Insurance; and

pursuant to the General Conditions of this policy. The cover, excess and limits shall apply within the limits of the amounts referred to in the Special Conditions as well as the Certificate of Insurance.

### 1.1. Regarding events causing the cancellation:

equal to or above that laid down by French driving rules; nervous or mental disorders, unless otherwise provided for herein;

- Accidents occurring under the following circumstances:
  - If the Insured plays sport at professional level, takes part in an amateur race requiring the use of a motorised land, air or water vehicle; if the Insured is a pilot of or passenger in an ultralight aircraft, hang glider, parachute or paraglider; if the

The Insured is covered for all and any cases of cancellation whereby s/he is prevented from departing by a random, provable event.

By random event we mean all and any unintentional circumstances affecting the insured or a member of his/her family and not excluded from this policy, which are unforeseeable as of the policy purchase date and are caused by a sudden external event, **except**:

- Any circumstance that simply causes a minor disruption to the holiday;
- Default of any kind, including financial, on the part of the policyholder, the trip organiser or the transport company, which renders the performance of their contractual obligations impossible, and for which the Service Provider or the transport company is liable;
- Cancellations by the Service Provider or transport company;
- Any event for which the tour operator could be liable pursuant to French law no. 92-645 of 13 July 1992;
- Cancellations due to failure to obtain the necessary vaccinations;
- An illness or accident already diagnosed or recorded, a relapse, aggravation or hospitalisation between the trip purchase date and the policy purchase date;
- A medical condition that is diagnosed as, symptomatic of or caused by a mental, psychological or psychiatric condition, and which does not result in more than three consecutive days' hospitalisation;
- An event occurring between the date you book your trip and the date you purchase this policy;
- Cancellations caused by the failure to present a document required for the Trip:
- Earthquakes, volcanic eruptions, tidal waves, floods or natural disasters except within the context of provisions relating to the compensation of victims of Natural Disasters pursuant to French law 86-600 of 13 July 1986.

### 1.2. Regarding events causing interruption:

Following the medical repatriation of the insured organised by any travel assistance company, we shall reimburse the insured beneficiary, members of his/her family or a person insured under this policy who is/are accompanying him/her, for the cost of accommodation already paid for but not used (excluding transport) on a pro rata basis as from the night after the event that results in the medical repatriation or local hospitalisation. Similarly, if a family member who is not taking part in the trip becomes critically ill, has a serious accident or dies, which results in the insured having to interrupt his/her trip and be repatriated, we will reimburse him/her, any insured members of his/her family or the person accompanying him/her, on a pro rata basis, for the cost of accommodation already paid for but not used (excluding transport) as from the night after the date of early return.

We also shall also provide cover in the event of theft, serious damage due to fire, explosion, water damage or the forces of nature to the insured's home or business premises, which imperatively requires their presence in order to take protective measures, for which we will reimburse the insured as well as the insured members of his/her family or the person accompanying him/her, on a pro rata basis, for the cost of accommodation already paid for but not used (excluding transport) as from the night after the date of early return.

We shall also provide cover in the event of epidemics, natural disasters or pollution affecting the place where the insured is staying and making it possible to remain there, with respect to which we will reimburse the insured as well as the insured members of his/her family or the person accompanying him/her, on a pro rata basis, for the cost of accommodation already paid for but not used (excluding transport) as from the night after the date of early return.

1.3 Lastly, late arrivals due to an event covered by the policy will also be reimbursed

### 2. EXCLUSIONS

In addition to the items and events not included in the definitions and the common exclusions provided for in the General Conditions (Section A.3), damage resulting from the below-listed events shall also not be covered:

 Accidents intentionally caused or provoked by the Insured or the Beneficiary of the policy; the consequences of the suicide or attempted suicide of the Insured; the use of drugs, narcotics or similar substances or medicines not prescribed by an approved medical authority and the consequences thereof; the consequences of the Insured being under the influence of alcohol, characterised by a blood alcohol level

Insured takes part in brawls (except in the case of legitimate self-defence), crimes or wagers of any kind whatsoever;

 The consequences of and/or events resulting from natural disasters except within the context of provisions relating to the compensation of victims of Natural Disasters pursuant to French law 86-600 of 13 July 1986.

- In no event shall trips from or through the following countries be covered by the policy: Afghanistan, Cuba, Liberia or Sudan, Iran, North Korea, Serbia, Ethiopia, Iraq, Botswana, Syria, Pakistan, Yemen, Sri Lanka or Tunisia.
- None of the following are covered by the policy: any Insured or Beneficiary listed on an official police or government database of proven or suspected terrorists; any Insured or Beneficiary who is a member of a terrorist organisation, a drug dealer, or is involved as a supplier in the illegal trade of nuclear, chemical or biological warfare.

### - Cancellations resulting from:

- Illnesses or accidents already diagnosed or recorded, a relapse, aggravation or hospitalisation between the trip purchase date and the policy purchase date; any medical condition that is diagnosed as, symptomatic of or caused by a mental, psychological or psychiatric condition, and which does not result in more than three consecutive days' hospitalisation;
- Default of any kind, including financial, on the part of the policyholder, the trip organiser or the transport company, which renders the performance of their contractual obligations impossible;
- The issuance of advice by the French Ministry of Foreign Affairs against travelling to your destination;
- Any event for which the tour operator could be liable pursuant to French law no. 92-645 of 13 July 1992;
- Any event occurring between the date you book your trip and the date you purchase this policy;
- Interruptions resulting from cosmetic treatment, a treatment/therapy, an elective abortion, in vitro fertilisation and the consequences thereof, a psychological or mental illness or depression without hospitalisation of less than three days.

### 3. COVERAGE AMOUNT

The insurer shall reimburse the beneficiary for the trip, less the excess, without however exceeding the limit referred to in the Certificate of Insurance, on the basis of each insured trip and year. The reimbursement per claim, which may in no event exceed the price of the rental or the service specified on the registration form or rental or service agreement, shall be limited:

### 3.1. Regarding events causing the cancellation:

COVER	AMOUNTS
	According to the cancellation fee schedule:
	Cancellation more than 30 days prior to the start of the rental:
CANCELLATION	25% of the rental amount
CHARGES	Cancellation less than 30 days prior to the start of the rental:
	100% of the rental amount
	Maximum €7,000 per claim

### 3.2. Regarding events causing the interruption:

We shall pay the cancellation fee amount **billed** as of the date of the event potentially covered, pursuant to the Terms of Sale of the policyholder or trip organiser, with the ceiling and the excess specified in the schedule of cover amounts. The insurance premium is never refundable.

COVER	AMOUNTS	
INTERRUPTION CHARGES	Reimbursement of unused ground services on a pro rata basis in the event of early return  Maximum €7,000 per claim	

### 4. TERMS OF VALIDITY OF THE COVER

In order for the Cancellation/Interruption cover to be valid, the membership must be taken out at the time the trip is booked and the premium must be paid in full by the member.

The cover will apply to the persons accompanying the insured (eight people maximum), who register at the same time as the insured and are insured under this same policy, if the cancellation or interruption are caused by one of the reasons covered by the policy.

In the event that the trip is cancelled or interrupted by one or more beneficiaries of the cover, if the last participant also insured wishes to make the trip alone, the additional costs will be assumed without our reimbursement exceeding the amount due.

### 5. EFFECTIVE DATE OF THE COVER AS REGARDS THE INSURED

As regards the insured, the membership shall take effect as of the date of payment of the contribution and the validity period shall correspond to the duration of the services sold by the policyholder or trip organiser. In no event may the cover period exceed three months from the date of departure.

The cover shall take effect as stated below, depending on the type of events generating the claim.

EFFECTIVE DATE	COVER EXPIRY
Cancellation: the policy	Cancellation: the date of arrival at the
membership date	holiday location
Interruption: the date of arrival	Interruption: the date of departure from
at the holiday location	the holiday location

### 6. INSURANCE PREMIUM

The insurance contribution (including tax) is set out in the Special Conditions and the Certificate of Insurance. This amount shall be payable in advance for the period of cover. The contribution shall be due by the member to the policyholder and transferred by the policyholder to the Delegatee on behalf of the insurer for each trip falling within the scope of the cover.

### 7. DURATION AND END OF COVER AS REGARDS THE POLICYHOLDER

As regards the policyholder, the duration of cover shall be the same as the duration of membership for policy members. The cover will automatically end: in the event that the policy is terminated as specified in the General Conditions above; if the relationship between the policyholder and the insured ends; if the insured stops paying his/her contributions or if the policyholder stops transferring them.

This policy is governed by the General Conditions of 01/01/2019 (Ref. MKT CG SADA Affinitaire Annulation de séjour Hôtellerie de plein air – V01 – CG 01/01/2019), in respect of which the policy booklet is provided to the member as of the date hereof. The Certificate of Insurance and the contribution have been drawn up and calculated in good faith on the basis of the information provided, and any omission or inaccurate statement may mean the insured having to bear all or part of the consequences of a loss pursuant to Articles L. 113-8 (nullity) and L. 113-9 (reduced compensation) of the Insurance Code. The cover provided by the policy shall be ineffective in the event that the insurer is prohibited from providing policies or insurance services due to a sanction, restriction or ban provided for by French law and regulations. The information provided by the member shall in no event be used by the insurer for any purpose other than as required in order to manage and perform the policy, monitor quality and define internal technical and sales policies. To this end, the recipients of the information are the insurer's various departments: IT, production, claims, sales, audit, sub-contractors, service providers, external stakeholders, insurers, re-insurers and the insurer's professional regulators. Pursuant to the Data Protection Act of 6 January 1978, amended in 2004, the member has the right of access, a right to rectification and a right of erasure in relation to any information concerning him or her. This right may be exercised by contacting the Customer Service Department at Service Relations Clientèle – Informations CNIL – 4 rue Scatisse, 30934 Nîmes cedex 9 – Email: informil@sada.fr.

In order to meet its legal obligations, the insurer shall implement a monitoring process with the aim of combating money laundering and terrorist financing.