



# General & special terms and conditions

**Contract No.01050375**  
Cancellation or Modification Cover  
Interruption Cover



## How to contact us in the event of an incident

Cancellation, Modification, Interruption of  
the booked services

### Insurance policy NO. 01050375



Please report your incident online on:  
<https://montagne-claims.sam-assurance.com>



By letter:  
Service Indemnisation  
1, rue du Languedoc CS 45001  
91222 BRETIGNY-SUR-ORGE Cedex

# Affinity insurance

Insurance product information sheet

Company: Aréas Dommages – Siren no.: 775 670 466

AREAS DOMMAGES, a Mutual Insurance Company registered in France and governed by the French Insurance Code

Product: CANCELLATION, MODIFICATION AND INTERRUPTION INSURANCE



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

## What type of insurance is it?

The purpose of Cancellation, Modification and Interruption insurance (group insurance contract, membership of which is optional, no.01050375) is to cover you against events covered in the contract occurring before or during the Covered Service.



## What is insured?

The events covered for the benefit of the Insured Party subject to the limits, ceilings and excesses shown in the Table of Cover in the General and special terms and conditions of the Cancellation, Modification and Interruption insurance, in accordance with the insurance certificate.

### COVERAGE TYPES AUTOMATICALLY PROVIDED

We will reimburse you for Covered Services which have not been consumed and not been refunded in the case of:

#### ✓ CANCELLATION

up to €15,000 per incident for all the Insured Parties together

#### ✓ MODIFICATION

up to €500 per incident for all the Insured Parties together

#### ✓ INTERRUPTION

up to €15,000 per incident for all the Insured Parties together

The cover types preceded by a tick ✓ are automatically provided in the contract.



## What is not insured?

- ✗ Events occurring between the reservation date for the Covered Service and the insurance membership date,
- ✗ The Insured Party's dismissal for gross misconduct.



## Are there exclusions to the coverage?

### THE MAIN EXCLUSIONS

- 1 An accident arising or having resulted in a surgical act or physiotherapy, a supplementary examination or modification to treatment during the thirty (30) days preceding the reservation of the Covered Service,
- 1 Serious illness, Serious injury, or Death following an epidemic or pandemic recognised by the World Health Organisation (WHO) or any competent authority in the Country of origin or any country that You have arranged to visit or travel through, originating with an infectious pathogen unknown on the date of Membership,
- 1 Imposition of quarantine, closure of borders and/or individual or collective travel restrictions decided on by a competent authority,
- 1 The consequences of wilful or malicious misconduct by the Insured Party or by a Family Member.
- 1 Suicide, attempted suicide or self-mutilation on the part of an Insured Party or of a Family Member,
- 1 Job transfers, modification or cancellation of holidays for the following socio-professional categories: the managers and representatives of the company, freelance professionals and self-employed workers (including craftsmen and entertainment workers),
- 1 Civil or foreign wars, riots, insurrections, civil unrest, acts of sabotage, strikes

### THE MAIN RESTRICTIONS COMMON TO ALL COVERAGE TYPES

- 1 The Insured Party may be required to assume the cost of an excess according to the cover type concerned by the Incident. It is expressed in euros (€) or as a percentage (%).



## Where am I covered?

The contract covers the Insured Party for Incidents occurring in France.



## What are my obligations?

**Under penalty of nullification of the insurance contract or a refusal of coverage, termination, reduction in compensation or forfeiture of coverage**

### Upon taking out the policy

- Give precise answers to the questions posed by the insurer or its representative.
- Accurately declare the identity of each Insured Party.
- Pay the premium due under the contract.

### During the contract

- Declare any new circumstances which may increase the covered risks or create new ones, via registered letter within 15 days of becoming aware of them.

### In the event of an Incident (claim)

- Declare any incident which may call into question one of the benefits of the contract under the conditions and periods expressed and attach any documents useful to its assessment.
- Provide details of any cover which may possibly have been purchased for the same risks in full or in part with other insurers, as well as any compensation which you may receive for another claim.
- Declare an incident as soon as you are aware of it and at the latest within 2 working days, in the event of theft, or 5 working days for any other event (in the event of a natural or technological disaster, the deadline is extended to 10 days following the publication of the ministerial order recording this state).



## When and how must payments be made?

Payment must be made up front, in one instalment, at the time of membership.

Payment may be made by any means accepted by the Policyholder or the authorised Organisation or Intermediary, on behalf of the insurer.



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

The membership takes effect on the date of membership of the Contract and ends on the date on which the Covered Service ends as indicated in the insurance certificate, subject to payment of the premium.

The contract is agreed for a fixed term without tacit renewal.



## How do I terminate the contract?

The commitment is firm and final, with no possibility to withdraw.

However, in accordance with article L112-10 of the French Insurance Code, a right of withdrawal is provided for an Insured Party who takes out an insurance Contract for nonprofessional purposes, constituting an extension to a product or service sold by a supplier, and may withdraw from this contract, without the payment of any costs or penalties, as long as it is not been implemented in full and as long as the insured party has not claimed on any of the cover provided, and subject to a time limit of thirty calendar days as from the date on which the contract is signed. When the insured party benefits from one or several free insurance premiums, this deadline will only run from the date on which all or part of the first premium is paid. This right shall not apply if you declare a covered Incident to the Insurer during this 30-day period.



49 rue Miromesnil 75380 Paris Cedex 08  
[www.areas.fr](http://www.areas.fr)

Aréas Dommages N° Siren : 775 670 466 | Aréas Vie N° Siren : 335 408 644

Société d'assurance mutuelles à cotisations fixes.  
Entreprises régies par le Code des assurances

# Pre-contractual information notice

Dear valued customer,

In view of the characteristics of the services you have purchased, the protection you require and the information you have provided to us, we recommend the cover included in this insurance policy.

Before signing up to this insurance policy, we invite you to carefully read this Information Sheet in addition to the General & Special Terms and Conditions.

We should remind you that taking out this insurance policy is optional and is not a requirement for purchasing one of the Services covered.

## Information for exercising the right of withdrawal described in article L.112-10 of the Insurance Code

You benefit from a right of withdrawal from this contract, which may be exercised for a period of thirty (calendar) days as from its signature date, with no costs or penalties applicable. However, if you benefit from one or several free insurance premiums, with the result being that you are not required to pay a premium for one or several months at the start of the contract, this deadline will only run from the date on which all or part of the first premium is paid.

You must meet the following four conditions in order to be able to exercise your right of withdrawal:

- You have taken out this contract for non-professional purposes only,
- This contract is complementary to the purchase of an item or service sold by a supplier,
- The performance of the contract from which you would like to withdraw has not been fully completed,
- You have made no claims covered by this contract.

Under these circumstances, you may exercise your right of withdrawal from this contract by letter or by any other durable medium sent to the insurer.

The insurer is required to reimburse you for the premium you have paid, within a period of thirty days following your withdrawal.

Furthermore, to avoid a combination of insurance cover, you are asked to check that you are not already the beneficiary of cover for one of the risks covered by the contract you have taken out.

If you wish to withdraw from your contract but you do not meet all of the above-mentioned conditions, check the terms for withdrawal stated in your contract.

## 1 Points to consider

This contract is intended for any person seeking protection against the events covered by the insurance policy.

Your general terms and conditions include exclusions and limitations with which you should familiarise yourself before signing up.

This information sheet and the General Terms & Conditions applicable to your insurance cover are issued before you sign

up and subsequently sent out to you using the contact details you have provided. The General Terms & Conditions include a statement concerning the processing of your personal data, listing all of your rights in this respect.

In the event of any contradiction between the different documents, the most favourable provision will apply.

## 2 Useful information in the event of an incident

Inform us as soon as possible of any incident in order that we may assist you. You must send all items of evidence required to support your claim for cover (your Special Conditions list the documents required for this purpose in the relevant section).

### To submit a claim, you must contact us using the following contact details:

- 📄 **Website**  
<https://montagne-claims.sam-assurance.com>
- ✉️ **By letter**  
Service Indemnisation, 1, rue du Languedoc CS 45001  
91222 BRETIGNY-SUR-ORGE Cedex
- ☎️ **By telephone**  
01 87 21 20 01

## 3 Complaints procedure

If you are dissatisfied, you must firstly submit your complaint.

- 📧 **By e-mail**  
[reclamation.montagne@sam-assurance.com](mailto:reclamation.montagne@sam-assurance.com)

You will receive an acknowledgement of receipt for your complaint within a maximum of 10 working days following the date on which it is submitted (unless the response to the complaint is provided within this deadline). You will be kept informed of the state of progress with the examination of your situation and will receive (except in circumstances justified in writing) a reply at the latest within the two (2) months following the submission of your letter of complaint.

If you are unhappy with the reply, you have the possibility to refer the matter to the **Insurer's customer service department**

- **Letter:** AREAS - 49, rue de Miromesnil 75380 Paris cedex 08
- **Online:** [www.areas.fr](http://www.areas.fr) under the heading «Saisir une réclamation»

who will reply within the same deadline (non-cumulative), namely within two (2) months following the submission of your letter of complaint.

In all circumstances, in the event that the dispute remains unresolved or in absence of response and upon expiry of the deadline of two (2) months after the submission of your complaint, you have the possibility to refer the matter to the mediator on condition that no legal action has been brought:

- **Online:** [www.mediation-assurance.org](http://www.mediation-assurance.org)
- **By letter, by writing to the following address:** Monsieur le Médiateur de l'Assurance - TSA 50110 - 75441 Paris Cedex 09.

The insurance mediator's opinion is not binding upon the parties, who are free to accept or refuse his proposed solution and to refer the case to the courts with jurisdiction for the matter.

# General terms & conditions for Cancellation, Modification and Interruption Insurance

## 1 General information

Group non-life insurance policy no.01050375, hereafter referred to as the «Contract» or the «Group insurance policy», taken out by MseM - a Simplified Joint Stock Company having its registered office at 6 Allée des Mitailleres 38240 Meylan, registered in the Grenoble Trade & Company Register under the number 821859220 and in the ORIAS as an insurance broker, under the number 16006139, ([www.orias.fr](http://www.orias.fr)), with AREAS DOMMAGES - a Mutual Insurance Company registered in the Paris Trade & Company Register under the number D 775 670 466, having its registered office at 47/49 rue de Miromesnil 75008 PARIS - via Marsh - an insurance brokerage company, 105 rue Jules Guesde CS 60165 92532 Levallois Perret Cedex, a Simplified Joint Stock Company with a registered capital of 100,000 euros, Nanterre Trade & Company Register 523 543 445, NAF 6622Z, Orias 10 058 127 ([www.orias.fr](http://www.orias.fr)) - and distributed by MseM.

MseM and Marsh are paid in the form of commissions deducted from insurance premiums excluding tax and/or management fees and/or other fees. MseM and Marsh do not have any voting rights, shares or interest in any insurance company.

No insurance company has any shares, membership interests or voting rights in MseM or Marsh. The Insurer entrusts Marsh with the management of the contract.

Taking out this insurance contract is optional, and the insurable services may be purchased without taking out the insurance.

Like any insurance contract, this one entails both rights and obligations for you. These rights obligations are explained in the following pages.

This contract is subject to French law, including the Insurance Code.

This insurance contract is comprised of the General Terms & Conditions, the Special Terms & Conditions, and the Insurance Certificate. In the event of any contradiction or incoherence between these documents, the Insurance Certificate takes precedence over the Special Terms & Conditions, which take precedence over the General Terms & Conditions.

### WARNING

You will only be covered by this Policy if you have complied with the official travel guidelines issued by a governmental authority from your Country of Origin on the Start Date of the Covered service. The recommendations include «recommendations not to travel or to only undertake journeys if absolutely necessary».

### International Sanctions

The Insurer will provide no cover, will settle no claim and will provide no service described in the policy which would expose the Insurer to sanctions, prohibitions or restrictions pursuant to United Nations resolutions or commercial or economic sanctions, to the laws or regulations of the European Union or those of the United States of America.

## 2 Definitions

### ACCIDENT

A sudden external event unintentionally causing bodily harm to a natural person.

### AGGRAVATED THEFT

An act of illegal dispossession of an item, committed by a third party, with aggression or intrusion, proven and recorded as such by a competent authority.

### AUTHORISED ORGANISATION OR INTERMEDIARY

MseM, the Syndicat National des Moniteurs du Ski Français and the regional associations, the ESF and tourism and holiday professionals, transport professionals or any other distributors of the covered service, including equipment hire shops, duly authorised by the Policyholder.

### BUSINESS PREMISES

Real estate used for professional purposes by the Insured Party or a company in which he or she is the majority shareholder, and of which he or she is the owner or lessee.

### CANCELLATION

The firm and final cancellation, notified to the Authorised Organisation or Intermediary by the Insured Party before the Start Date of the Covered Service.

### COUNTRY OF ORIGIN

The country in which your Place of Residence is located.

### COVERED SERVICE

The service reserved via the website/platform of the Policyholder or of an Authorised Organisation or Intermediary, including the services described in the Contract's Special Terms & Conditions, for which the appropriate insurance premium has been paid by the Member.

### END DATE

The date and time the Covered Service ends, as stated on the purchase invoice for the Covered Service issued by the Policyholder or by the Authorised Organisation or Intermediary for the attention of the Member.

### EXCESS

The sum remaining at your cost for an Incident, as stated on the Table of Cover.

### FAMILY MEMBER

The Insured Party's spouse, partner bound by a civil union or common-law partner living under the same roof, parents, parents-in-law, children, stepchildren, brothers and sisters, brothers and sisters-in-law, grandparents and grandchildren.

### 3<sup>RD</sup> DEGREE FAMILY MEMBER

The Insured Party's uncles and aunts, nephews and nieces, great-grandparents and great grandchildren.

### FORFEITURE

A contractual penalty depriving You of any cover for the Incident to which it applies. It is unenforceable vis-à-vis the injured parties, other than the Insured Party or to their beneficiaries if it becomes applicable to You following your failure to observe your obligations after an Incident.



## GROUP INSURANCE POLICY

This group insurance policy, taken out by the Policyholder for the benefit of its customers, who may choose to join it.

## INCIDENT

An event of a random nature, likely to result in the application of the cover provided by the Group Insurance Policy. If the Incident has several causes, only the first cause produced or cited by the Insured Party will be retained. The damages, regardless of their spread over time, having the same cause and the same origin, constitute one single Incident.

## INSURANCE CERTIFICATE

Written confirmation or electronic document sent to the Member to confirm his Membership.

## THE INSURED PARTY / YOU / YOUR

The Member and the persons staying with the Member for whom a premium has been specifically paid in the Insured Party's name for the Covered Service.

## INSURER / US / OUR

AREAS DOMMAGES, a Mutual insurance company, registered in the Paris Trade & Company Register (RCS) under the number D 775 670 466, the head office for which is located at 47/49 rue de Miromesnil 75008 PARIS.

## INTERRUPTION

The firm and final cancellation, notified to the Authorised Organisation or Intermediary by the Insured Party before the Start Date and the End Date of the Covered Service

## MEMBER

The Policyholder's customer, mentioned on the Insurance Certificate, having opted for Membership of the Group Insurance Policy, and residing in France for the duration of the insurance contract taken out.

## MEMBERSHIP

The Member's membership of the Group Insurance Policy, in order to benefit from its cover for a Covered Service.

## MODIFICATION

The firm and final postponement, notified to the Authorised Organisation or Intermediary by the Insured Party before the Start Date of the Covered Service.

## PLACE OF RESIDENCE

Your main place of residence.

## POLICYHOLDER

MseM, domicilié au 6, allée des Mitailières 38240 Meylan.

## SERIOUS DAMAGE

Property damage affecting your Place of Residence or your Secondary Place of Residence, preventing the normal pursuit of day-to-day business if it affects your Business Premises.

## SERIOUS ILLNESS

An illness diagnosed by a doctor of medicine, involving the cessation of all professional activity or the confinement to the home of a person not working, requiring medical treatment, and

resulting in:

- (a) when the Serious Illness affects the Insured Party, the doctor of medicine ordering the Insured Party not to participate in the Covered Service;
- (b) when the Serious Illness affects another person mentioned in articles 1.1 a) and 1.2 a) of the Special Terms & Conditions, resulting in hospitalisation within 30 days preceding the Start Date of the Covered Service which is covered in the case of Cancellation or Modification, or between the Start Date and the End Date of the Covered Service which is covered in the case of Interruption.

In the case of contamination with Covid-19, You must provide a medical certificate prohibiting You from participating in the Covered Service and the positive PCR test result, with the said test being performed within the 48 hours preceding the Start Date in the case of Cancellation or Modification, or during the dates of the Covered Service in the case of interruption.

## SERIOUS INJURY

An injury caused by an Accident confirmed by a doctor of medicine, involving the cessation of all professional activity or the confinement to the home of a person not working, requiring medical treatment, and resulting in:

- (a) when the Serious Injury affects the Insured Party, the doctor of medicine ordering the Insured Party not to participate in the Covered Service;
- (b) when the Serious Injury affects another person mentioned in articles 1.1 a) and 1.2 a) of the Special Terms & Conditions, resulting in hospitalisation within 30 days preceding the Start Date of the Covered Service which is covered in the case of Cancellation or Modification, or between the Start Date and the End Date of the Covered Service which is covered in the case of Interruption.

## SPOUSE

The Insured Party's spouse or partner bound by a civil union or common-law partner, of the opposite or the same sex, living under the same roof and having a relationship with the Insured Party recognised by the law of the Country of Origin.

## START DATE

The date and time the Covered Service begins, as stated on the purchase invoice for the Covered Service issued by the Policyholder or by the Authorised Organisation or Intermediary for the attention of the Member.

## STRIKES

A collective stoppage of work by employees in support of job-related demands.

## TERROR ATTACK/ACT OF TERRORISM

Any act, including but not limited to the use of force or violence or the threat of the use of force or violence, committed by a person or a group or groups of persons acting alone or in the name of or in relation to any organisations or governments, for political, religious, ideological or similar grounds, with the aim of influencing a government or creating a sense of fear within public opinion or within part of public opinion. Any Terror Attack/Act of Terrorism must be officially recognised as such by the relevant authority with competence to this effect in the place in which the Terror Attack/Act of Terrorism was committed.

## UNFORESEEABLE CIRCUMSTANCES

An unintentional, unforeseeable, unavoidable and external event.

## THIRD PARTY

Any person other than the Insured Party, a Family Member or a 3rd degree Family Member.

## 3 Membership

### VALIDITY

The Member's agreement for obtaining membership of the Group Insurance Policy may be expressed electronically (via website or email) or verbally in the case of a sale by telephone.

The Membership eligibility conditions are as follows:

- The Member must have purchased a Covered Service from the Policyholder or from an Authorised Organisation or Intermediary,
- The duration of the Covered Service purchased by the Member must not exceed more than 90 consecutive days,

When the Membership is set up at the same time as the Covered Service is purchased, it shall take effect upon receipt of the confirmation, with no waiting period applying.

However, when the Membership is not set up at the same time as the Covered Service is purchased, the Membership is only valid if it has been set up before the application of the cancellation cost scale provided for in the general terms of sale for the Authorised Organisation or Intermediary, and a maximum of 31 days before the start of the said service, with it being noted that a 4-day waiting period will be applied as from the membership date, during which no cover will be provided.

As an exception to the preceding paragraph, if the Cancellation or Modification results from a modification or removal of paid holiday entitlement by the employer, the Incident will only be taken into account if the Membership is set up at the same time as the registration for the Covered Service.

In all cases, the Membership only takes effect subject to the payment of the premium by the Member.

### COVER PERIOD

Subject to the above-mentioned validity conditions, Membership takes effect on the date on which the Member receives confirmation of his membership by email.

In this case, You are covered, subject to the application of a waiting period:

- concerning the Cancellation and Modification Cover: as from the effective date of the Membership until Start Date of the Covered Service,
- concerning the Interruption Cover: as from the Start Date until the End Date of the Covered Service.

## 4 Option to withdraw

The Member may withdraw from the benefit of his membership (when this was set up more than 30 days before the Start Date).

You may exercise Your option to withdraw within 30 days as from the effective date of the membership by sending an email to [support@msem.fr](mailto:support@msem.fr)

To do so, You may use the following template: "I, the undersigned, (Mr./Ms., last name, first name, address) hereby declare that I renounce the benefit of my membership as detailed in Insurance certificate no.XXXXX. Signature.»

We will reimburse You for all insurance premiums paid within a maximum of thirty (30) calendar days as from the date on which we receive Your request for withdrawal, on condition that no claim for compensation has been submitted or is in the process of being submitted and that no Incident likely to result in a claim has occurred.

You may also choose not to benefit from Your option to withdraw by requesting – when applicable – the implementation of the cover from the Group Insurance Policy.

## 5 Events covered

Events likely to result in claims on the basis of the cover provided must imperatively have occurred after the Membership date

or the Insured Party must not have known about them on the Membership date. Failing that, We shall have the right to claim an absence of Unforeseeable Circumstances and to refuse cover.

## 6 Territoriality

The cover is provided for Covered Services located in France, regardless of the Insured Party's Country of Origin.

## 7 Payment of the premium

The Member is informed of the VAT-inclusive total (tot. inc. VAT) in due course before Membership commences. The insurance premium is paid to the Insurer or its representative on the Membership date and includes the applicable taxes and costs mentioned separately on the purchase invoice for the Covered Service.

## 8 The settlement of claims

Subject to the application of exclusion or a Forfeiture of cover, You will be compensated in the event of a Incident as soon as possible after We receive the documents providing proof of the Incident and subject to Our agreement to assume the cost of the Incident.

The insurance compensation will be paid in euros, regardless of the currency in which the Member paid the insurance premium.

## 9 False declaration of risks

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

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

## 10 Increase or reduction in risk

The Member must declare any increase in the risk covered by the Group Insurance Policy to the Insurer, by registered letter, within 15 days as from the date on which the Member becomes aware of such an event.

The Member must notify the Insurer in writing of any reduction in the risk covered by the Group Insurance Policy.

## 11 Subrogation

In accordance with the provisions of article L121-12 of the Insurance Code, after having paid You compensation, the Insurer will be subrogated to all rights and action available to the Member vis-à-vis the Third Parties liable for the loss suffered by the Insured Party. Our subrogation will be limited to the amount of the compensation which We have paid You or the total amount of the services performed.

You undertake to provide Us with the necessary assistance in order for us to exercise our subrogation.

## 12 Multiple insurance

The Insured Party must immediately inform the Insurer in writing if he or she has entered into other insurance contract(s) covering the same risks and provide the names of the other Insurer(s) in accordance with article L. 121-4 of the Insurance Code.



## 13 Applicable law and jurisdiction

The Group Insurance Policy and the Membership are subject to French law.

Any dispute concerning the Group Insurance Policy and the Membership, whether regarding its implementation or interpretation, shall be considered the exclusive jurisdiction of the French courts.

## 14 Prescription

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

- in the event of concealment, omission, false or inaccurate declaration of the risk involved, from the day on which the Insurer became aware of it;
- in the event of an incident, from the date on which the interested parties became aware of it, if they are able to prove that they were unaware up to that point.

When the Member's action against the Insurer is based on the action of a Third Party, the prescription period only runs from the day on which this Third Party has taken legal action against the Member or has been compensated by the latter.

**Article L.114-2 of the French Insurance Code:** «The prescription is interrupted by one of the common causes of prescription interruption and by the appointment of experts following a claim.

The interruption of the prescription of the action may, however, result from the sending of a registered letter with acknowledgement of receipt sent by the Insurer to the Member regarding action for payment of the premium and by the Member to the Insurer in respect of the settlement of the compensation».

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

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

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

**Article 2241 of the French Civil Code:** «Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the foreclosure period. The same occurs when the demand is brought before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect.»

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

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

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

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

But the calling in of one of the heirs of a joint debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in case of a mortgage claim, if the obligation is divisible. This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound. To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgment must be addressed to all these heirs.»

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

## 15 Supervisory authority

The authority charged with supervising the Insurer, MseM and Marsh is the ACPR (Autorité de Contrôle Prudentiel et de Résolution) located at 4 Place de Budapest CS 92459 75436 Paris Cedex 09.

## 16 Data Protection Policy

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

Data Controller / Subcontractors / Recipients

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

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

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

### COMMITMENTS

Marsh respects the following principles:

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

### PURPOSES

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

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

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

## SECURITY

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

## HOSTING

We host all of your data in the European Union, or in a country offering an appropriate level of protection. When your data is shared with a partner who hosts data abroad, we ensure that they respect the rules established by regulations.

## YOUR RIGHTS

- Right to access: allows you to obtain information on your personal data and to know what data is held, the purposes of its processing and its recipients. For example, it enables you to consult your data.
- Right of rectification: allows you to rectify your personal data when it is not accurate and to complete that which is incomplete.
- Right to be forgotten; allows you, under certain conditions, to have your data deleted, including in the following cases:
  - if your personal data is no longer necessary given the purposes for its processing and its retention no longer meets the legal or administrative requirements.
  - if you withdraw your consent to its processing.
- Right of opposition: allows you, under certain conditions, to object at any time to the processing of your personal data and notably to object to the data being used for marketing purposes.
- Right to the limitation of processing: allows you, under certain conditions to limit the processing of your personal data, i.e. the use that is made of it. For example, if your data is inaccurate, you may request that the processing of it be limited until it is corrected.
- Right to data portability: allows you to demand the transmission of your data in an easily reusable format and its forwarding to a third party.
- Advance directives: allows you to establish the directives relating to the fate of your data after your death.

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

## DATA PROTECTION OFFICER

You may exercise your rights by contacting our Data Protection Officer accompanying your request with a copy of your identification documents.



By e-mail  
[privacy.france@marsh.com](mailto:privacy.france@marsh.com)

## DATA RETENTION PERIOD

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

- In the case of an incident - five (5) years from the claim settlement.
- In the case of an incident with bodily injury - ten (10) years from the loss event.
- For all information on claims - five (5) years from the reception of the claim.

- Specific durations may apply with regard to financial and accounting obligations, in accordance with the regulations in force.

- Personal data is not kept for longer than necessary. It is only kept for the purposes for which it was collected.

## COLD CALLING BY TELEPHONE

- If you prefer not to be subject to commercial prospecting via telephone, you may enter yourself at no cost on the BLOCTEL list of people opposed to cold calling by telephone.
- For more information, visit [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)



# Special terms & conditions for Cancellation, Modification and Interruption Insurance

## 1 What we cover

We reimburse you for the Covered Services not consumed and not refunded **up to the levels stated in the Table of Cover**, based on the scale included in the General Terms & Conditions of the service contract signed with the Authorised Organisation or Intermediary, with no possibility to exceed the amount shown on the purchase invoice for the Covered Service, when one of the covered events occurs and **obliges you** to cancel, postpone or interrupt the Covered Service.

Claims may only be made on the basis of the occurrence of a **covered event**, as listed below, to the exclusion of any other.

Under the terms of Your Membership, (your initial order starting with EP-xxxxx)we cover the cost that You have paid for one or several of the following Covered Service(s), when these were reserved before the cover took effect:

- Accommodation,
- Ski hire,
- Ski lift passes,
- Crèche,
- Skiing classes,
- Transport and leisure.

**THE FOLLOWING ARE NEVER COVERED: THE TOURIST TAX, AIRPORT AND PORT TAXES, THE INSURANCE PREMIUM, THE ADMINISTRATIVE FEES OF THE AUTHORISED ORGANISATION OR INTERMEDIARY AND ALL SERVICES NOT INCLUDED IN THE CALCULATION BASE OF THE INSURANCE PREMIUM.**

### 1.1 CANCELLATION OR MODIFICATION COVER

The purpose of this cover is to compensate You for the expenses you have incurred directly due to the Cancellation or Modification of one or several Covered Service(s), made necessary by the occurrence of a covered event, subject to exclusions and **up to the amounts shown in the Table of Cover**.

The **covered events** regarding the Cancellation and Modification, are the following:

- a** Serious Illness or Serious Injury affecting:
  - an Insured Party,
  - a Family Member on condition that Your presence at their bedside is requested by the doctor of medicine attending the Family Member between the Start Date and the End Date of the Covered Service,
  - the person responsible for :
    - looking after handicapped minors or adults for which you are legally responsible or are the legal guardian, between the Start Date and the End Date of the Covered Service,
    - replacing the Insured Party in his/her place of work between the Start Date and the End Date of the Covered Service.
- b** The death of
  - an Insured Party,
  - a Family Member or a 3rd Degree Family Member on condition that the funeral takes place between the Start Date and the End Date of the Covered Service.
- c** Pregnancy-related complications, pathological pregnancy, miscarriage, therapeutic abortion, birth and subsequent matters arising after the beginning of the 28th week, affecting an Insured Party.
- d** An Insured Party's pregnancy, not known at the time Membership commenced, declared incompatible with the Covered Service by its very nature by a doctor of medicine.

- e** Aggravated Theft or Serious Damage following a fire, explosion or water damage, occurring at an Insured Party's Place of Residence or Business Premises within the 48 hours preceding the Start Date of the Covered Service, on condition that the said premises are destroyed to level of greater than 50% and that the event requires the Insured Party's presence to carry out the necessary protective and preventive measures. The filing of a criminal complaint with the police within 48 hours following the date on which the Aggravated Theft is officially recorded will be required.

- f** The redundancy or contractual termination of the employment of the Insured Party, on condition that the procedure was not initiated prior to Membership.

- g** A job transfer, other than on disciplinary grounds, imposed by the employer, requiring the Insured Party to relocate between the Start Date and the End Date of the Covered Service, or within the 15 days preceding the Start Date. This cover is only provided to salaried staff.

- h** Modification or cancellation of the dates of the Insured Party's paid holiday imposed by his/her employer, although these had been approved by the employer before the Covered Service was purchased. A written confirmation from the employer will be required.

- i** Notice requiring the Insured Party to attend an event on a date situated between the Start Date and the End Date of the Covered Service, which cannot be postponed and which imperatively requires the Insured Party to attend for one of the following reasons:

- Summons or notice to appear before a court as a jury member, a witness or as an expert,
- Notice to attend in relation to the adoption of a child,
- Notice to attend an appointment for an organ transplant,
- Notice to attend a higher education exam re-take.

- j** Property damage following an Accident occurring in the vehicle belonging to the Insured Party within the 7 days preceding the Start Date of the Covered Service, with the result that the vehicle cannot be repaired within the deadlines needed to enable the Insured Party to travel to the location of the Covered Service, on the initially scheduled date, and in as far as the vehicle is vital to the Insured Party in order to get there.

- k** The Insured Party getting a job as an employee or being awarded a service provision role for a period of more than 3 months, taking effect before the Start Date and between the Start Date and the End Date of the Covered Service, when You were registered as a jobseeker with Pôle Emploi (the French employment service) on the date you registered for Your Covered Service and on condition that this is not an extension or renewal of the contract or a change to the type of contract of employment.

- l** Contraindication to vaccination or if it is medically impossible for an Insured Party to undertake a preventive treatment required for the chosen destination.

- m** Terror Attack within the 48-hours preceding the Start Date, occurring within a 30 km radius of the holiday location.

If the covered event relates to one of the Insured Parties, the other Insured Parties will be covered for this same covered event **up to the amounts shown in the Table of Cover**.

### 1.2 INTERRUPTION COVER

The purpose of this cover is to compensate You for the financial losses You have directly incurred due to the Interruption of the Covered Service, made necessary by the occurrence of a covered event, subject to exclusions and **up to the amounts shown in the Table of Cover**. You are covered from the Start Date until the End Date of the Covered Service.

The **covered events** regarding the Interruption cover are the following:

#### a Serious Illness or Serious Injury affecting:

- an Insured Party,
- a Family Member on condition that Your presence at their bedside is requested by the Family Member's doctor of medicine between the Start Date and the End Date of the Covered Service,
- the person responsible for:
  - looking after handicapped minors or adults for which you are legally responsible or are the legal guardian, between the Start Date and the End Date of the Covered Service,
  - replacing the Insured Party in his/her place of work between the Start Date and the End Date of the Covered Service.

#### b The death of:

- an Insured Party,
- a Family Member and a 3rd Degree Family Member on condition that the funeral takes place between the Start Date and the End Date of the Covered Service

c Aggravated Theft or Serious Damage following a fire, explosion or water damage, occurring at an Insured Party's Place of Residence or Business Premises, on condition that the said premises are destroyed to level of greater than 50% and that the event requires the Insured Party's presence to carry out the necessary protective and preventive measures. The filing of a criminal complaint with the police within 48 hours following the date on which the Aggravated Theft is officially recorded will be required.

d Floods, storms, forest fires, earth tremors leading the competent local authorities to ban access to the site on which the Covered Service is to be performed within a radius of 5km on condition that in the 48 hours preceding the Start Date of the Covered Service, no notice lifting the prohibition having been published by the said authorities.

Organisation (WHO) or any competent authority in the Country of origin or any country that You have arranged to visit or travel through, originating with an infectious pathogen unknown on the date of Membership,

- Imposition of quarantine, closure of borders and/or individual or collective travel restrictions decided on by a competent authority,
- Cancellations resulting from regular monitoring and assessments.
- Suicide, attempted suicide or self-mutilation on the part of an Insured Party or of a Family Member,
- Job transfers, modification or cancellation of holidays for the following socio-professional categories: the managers and representatives of the company, freelance professionals and self-employed workers (including craftsmen and entertainment workers),
- Civil or foreign wars, insurrections, civil unrest, acts of sabotage, Strikes,
- Participation in bets, competitions or combat activities,
- Practising competition sports (with the exception of sports supervised by the Ecole de Ski Français) or motorsport competitions,
- Practising a hazardous sport or activity listed below: boxing, weightlifting, wrestling, martial arts, mountaineering, bobsleighbing, diving with breathing apparatus, caving, ski jumping, parachute jumping, paragliding, flying in microlight aircraft or gliders, springboard diving, scuba-diving, hang gliding, climbing, horse riding, hot air ballooning, fencing, tobogganing, motorsports, defence sports, or adventure sports such as rafting, bungee jumping, kayaking or white water swimming,
- Disintegration of an atomic nucleus in addition to the radiation caused by the artificial acceleration of atomic particles or any irradiation resulting from an energy source of a radioactive nature,
- The use or possession of explosives or firearms
- The consequences of a lack or excess of snow

## 2 What we exclude

Unless stipulated otherwise, the following is not covered:

- An Accident arising or having resulted in a surgical act or physiotherapy, a supplementary examination or modification to treatment during the thirty (30) days preceding the reservation of the Covered Service,
- Serious Illness, Serious Injury or Death occurring due to the consumption of alcoholic drinks, drugs, narcotics, psychotropic substances, stimulants, and medicinal products which have not been medicinally prescribed. In the case of an Accident, to determine the existence or otherwise of such an influence, We refer you to the provisions established by law concerning the driving of motor vehicles and the safety of pedestrians applicable at the time the Incident occurred,
- Serious Illness, Serious Injury or Death following a cosmetic treatment, a course of treatment, an abortion, in vitro fertilisation and its consequences or artificial insemination and its consequences,
- Serious Illness for which the diagnosis, symptoms or cause is of a psychological, nervous or mental nature and which does not result in hospitalisation of at least 48 consecutive hours,
- Serious Illness diagnosed prior to Membership, with the exception of former cancer sufferers:
  - when it was diagnosed before the age of 18 and the treatment protocol was completed 5 years ago, without relapse,
  - when it was diagnosed after the age of 18 and the treatment protocol was completed 10 years ago, without relapse,
- Serious Illness, Serious Injury, or Death following an epidemic or pandemic recognised by the World Health

## 3 Documents and information required to make a claim

If a covered event occurs, requiring You to cancel, modify or interrupt Your participation in the Covered Service, You must contact Us as soon as possible.

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

**If the Incident is not declared within the established period and if We decide that this delay has caused Us harm, We may invoke the Forfeiture of Our coverage,** unless your delay is the result of an act of God or a force majeure event in accordance with article L. 113-2 of the French Insurance Code. If the other obligations set out above are not respected (except in the event of force majeure), We may demand that you pay compensation that is proportional to the loss suffered by Us.

You will forfeit your right to coverage if You knowingly:

- make false declarations about the date, the nature, the causes, the circumstances or the consequences of the Incident,
- voluntarily use inaccurate documents as supporting documents or use fraudulent means,
- do not declare the existence of other insurance policies covering the same risk,

You must supply Us with the following documents to enable Us to investigate an Incident:



- Documents demonstrating the occurrence of a covered event (medical report, death certificate, hospital documents, police report, copy of the statement made at a police station, etc.),

**In the case of contamination with Covid-19, You must also provide a positive PCR test result, with the said test being performed within the 48 hours preceding the Start Date in the case of Cancellation or Modification, or during the dates of the Covered Service in the case of Interruption.**

- The form that We send out in order for it to be completed by the attending physician of the Insured Party or any other person receiving medical treatment related to the Cancellation, Modification or Interruption. This document will only be required if We have received insufficient information concerning the medical condition of the person concerned,
- Copy of the email confirmation or proof of purchase of the Covered Service,
- Copy of the documents detailing the costs related to the Cancellation, Modification or Interruption of the Covered Service, issued by the Authorised Organisation or Intermediary from whom the Insured Party purchased the Covered Service(s), including details of the associated amounts and services, and a copy of the general terms and conditions of sale for the Covered Service,

- Copy of the document confirming the Cancellation, Modification or Interruption of the Covered Service, issued by the Authorised Organisation or Intermediary, stating the expenses incurred as a result of the Covered Service

- If the Cancellation, Modification or Interruption is a result of a covered event involving a Family Member or a 3rd degree Family Member, a document confirming the relationship between the Insured Party and the Family Member or the 3rd degree Family Member (for example: a birth certificate or family record book (livret de famille) for each person concerned), if such documents exist in the country in which the Insured Party reserved the Covered Service.

If you encounter difficulties in supplying the above-mentioned documentation, You may supply any other document constituting proof to an equivalent level, and including the required information.

**It is your responsibility to support Your claim for compensation with documents confirming the reality of the facts.**

**We inform you that We reserve the right to refuse Your request if the declared facts do not justify the provision of cover.**

We undertake to protect the privacy of any information supplied for the purposes of the insurance contract or of an Incident.



# Table of cover

The amounts shown below apply subject to cover exclusions and to the terms and conditions stated in the General Terms & Conditions and the Special Terms & Conditions.

The following amounts apply per Claim for all Insureds.

Cancellation		
Cover	Cover limit	Excesses
Illness, Injury, Death	€15,000	Not applicable
Other insured events except those listed below		10% (min. €50)
Redundancy, contractual termination, job transfer, change or cancellation of leave entitlement		20% (min. €50)

Modification		
Cover	Cover limit	Excesses
All insured events	€500	Not applicable

Interruption		
Cover	Cover limit	Excesses
Illness, Injury, Death	€15,000	Not applicable
Other insured events		10% (min. €50)