



Cancellation Insurance for seasonal rental properties

Special Conditions for Group Contract no. 92650

The aim of this contract is to enable the lessees of seasonal rental properties to take out cancellation insurance on any rental of less than 90 days within the European Union countries.

TYPE OF RENTAL PROPERTIES: Villas, apartments, caravans, mobile homes.

INSURER: MACIFILIA-CORNHILL –S.A. with equity capital of 27,679,550 € - Governed by the Insurance Regulations- 2 and 4 Rue Pied de Fond – BP 79119 Niort Cedex 9 – RCS Niort 399 795 822.

BROKER: Cabinet DE BELEM, Insurance Brokers, a limited company (SARL) with capital of 30,000€. RCS Bordeaux 483 200 747.

DATE OF EFFECT AND DURATION OF THE GUARANTEES: The Cancellation guarantee will take effect from midday on the day after the premium has been paid, for the period between the booking and the end of the holiday (including the return journey for assistance). The benefit of the guarantees is acquired by the concomitant signature of the rental contract and the payment of the contribution provided for in the contract or on a separate subscription slip.

If the rental contract involves several families, each is guaranteed for its portion. Insurance compensation is thus paid according to the arithmetical portion of the family concerned.

GUARANTEE:

1- Holiday Cancellation/ Interruption/ Delay:

The insurer guarantees the insured party the reimbursement of the sums paid as a deposit if the holiday has to be cancelled for the following events, up to the limit of 8,000€ per claim.

a) *Serious illness, accident or death* of the hirer or any other person mentioned expressly in the booking contract.

Of their spouse.

Of their direct ascendants or descendants.

Of their brothers, sisters, brothers-in-law or sisters-in-law.

Of their sons-in-law or daughters-in-law.

Of their nephews or nieces (death only).

Of their replacements within a liberal profession (on the condition that the replacement was planned before the guarantee was taken out).

b) *Major damage caused to the hirer's premises*, either business or private, a main or secondary residence, as a result of fire, explosion, water damage or theft, occurring in the 48 hours preceding the start of the holiday or during the holiday, requiring repairs to the premises and the hirer's presence on the spot during the initially planned holiday period.

c) *Serious damage to the hirer's vehicle* as a result of an accident and occurring in the 48 hours preceding departure and preventing the insured party from using it.

d) *The hirer's redundancy* (or that of his spouse) as long as the notification of the preliminary interview was given after the holiday was booked.

e) *The hirer's transfer* on the initiative of the employer and involving a change of residence, on the express condition that the notification was given after the holiday was booked.

f) Barrages or strikes, due proof being given, preventing the hirer from travelling to the holiday destination by any means whatsoever (road, rail, air or sea) and causing him a minimum delay of 48 hours.

g) Natural disasters under the Act of 13/07/1982 leading to prohibition by the authorities from staying on the site for all or part of the rental period. To give rise to the guarantee, each event must have occurred after the insurance was taken out.

2-Assistance / Repatriation:

This guarantee is exercised under the conditions of Group contract no. CHR01 issued by SOLID FORSAKRINGS AB., represented by CORIS International, the assistance service being provided by CORIS Assistance, the contract being subscribed via Cabinet CICP Courtage, 8 rue Auber 75009 PARIS.

Holiday interruption:

Reimbursement of unused passes, lessons and hired sports equipment on a "pro rata temporis" basis with a maximum of 300€ per person (for all sports) excluding the package holiday.

Individual accident:

In the event of death: 10,000€ per person. In the event of disability: 10,000€ per person.

Assistance:

The cost of repatriation or medical transport: actual costs. Return to rental property: 500€ per person. **Search and rescue costs, (including helicopter): 40,000€ per event.** The cost of repatriating the people accompanying the patient: actual cost per person. Reimbursement of medical fees: 5,000€ per person and 30,000€ per person USA/ Canada/ Japan. Transport of the deceased: actual costs. Emergency funeral expenses: 1,000€ per person. Legal assistance costs: 5,000€ per person. Advance of bail: 7,500€ per person.

If you require assistance / repatriation, contact CORIS on 0 826 000 605 and give the contract no.: FRCORN1003/AR.

3-Building Liability Insurance:

This guarantee is exercised under the conditions of Group contract no. 6 007 674 taken out with COVEA RISKS , where you are personally liable towards the owner:

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| ➤ Fire/ explosion/ implosion: upper limit per claim of | 1.524.491€ |
| ➤ Water damage/ Frost: upper limit per claim of | 1.524.491€ |
| where you are personally liable as a tenant towards neighbours and third parties: | |
| ➤ Fire/ explosion/ implosion: upper limit per claim of | 457.348€ |
| ➤ Water damage/ Frost: upper limit per claim of | 457.348€ |
| ➤ Pollution/ epidemic: upper limit per claim of | 762.246€ |

An excess of 500€ per claim is always applied, paid by MACIFILIA-CORNHILL.

4-Movables Liability Insurance Clause:

This guarantee is exercised under the conditions of Group contract no. 92650 MACIFILIA-CORNHILL.

The insurer will compensate the owner up to 2,300€ for material damage caused to movables that form part of the rental property arising out of involuntary damage, after deduction of an excess of 45€.

EXCLUSIONS:

THE FOLLOWING CLAIMS ARE NEVER GUARANTEED:

- **CLAIMS BY THE INSURED PARTY OTHER THAN THOSE PROVIDED FOR IN THE CONTRACT.**
- **CLAIMS CONCERNING A SITUATION KNOWN PRIOR TO BOOKING, IT BEING STIPULATED THAT THE UNFORSEEABLE WORSENING OF A PRE-EXISTING ILLNESS DOES NOT CONSTITUTE A KNOWN SITUATION.**
- **UNSTABLISHED PATHOLOGIES THAT WERE INITIALLY OBSERVED OR TREATED LESS THAN 30 DAYS BEFORE THE HOLIDAY WAS BOOKED.**
- **COMPLICATIONS OR LABOUR OCCURRING AFTER THE END OF THE SIXTH MONTH OF PREGNANCY.**
- **A PSYCHOLOGICAL ILLNESS NOT INVOLVING HOSPITALISATION OF AT LEAST 4 CONSECUTIVE DAYS OVER THE RENTAL PERIOD.**
- **A SPA TREATMENT, ELECTIVE TREATMENT OR COSMETIC TREATMENT.**
- **INTENTIONAL ACTIONS AND FRAUDULENT CONDUCT, INCLUDING SUICIDE AND ATTEMPTED SUICIDE.**
- **A SURGICAL OR MEDICAL TREATMENT PLANNED BEFORE THE HOLIDAY WAS BOOKED OR THAT COULD HAVE BEEN CARRIED OUT AFTER THE HOLIDAY.**
- **DRUNKENNESS, USE OF DRUGS, DETERIORATION IN HEALTH AS A RESULT OF TAKING NON-PRESCRIBED DRUGS.**

- COUNTER-INDICATED VACCINATION OR AIR TRAVEL DUE TO PRE-EXISTING HEALTH PROBLEMS.
- FORGETTING TO HAVE A VACCINATION OR TO FOLLOW A PREVENTIVE TREATMENT REQUIRED FOR YOUR TRAVEL DESTINATION.
- DISPUTES OR CONTESTATIONS CONCERNING PROPOERTY DESCRIPTIONS OR INVENTORIES.
- CIVIL OR FOREIGN WARS, RIOTS, ATTACKS AND POPULAR UPRISINGS.
- DAMAGE RESULTING FROM DELIBERATE DESTRUCTION.
- DAMAGE CAUSED BY PETS FOR WHICH THE INSURED PARTY IS RESPONSIBLE.
- DAMAGE ARISING FROM A USAGE OR USE THAT DOES NOT CONFORM TO THE RENTAL CONTRACT.
- THE BREAKDOWN OF DOMESTIC EQUIPMENT PLACED AT THE INSURED PARTY'S DISPOSAL.
- CANCELLATIONS BY THE OWNER OR AN INTERMEDIARY.
- FIRES OF NUCLEAR OR CHEMICAL ORIGIN OR CAUSED BY NATURAL DISASTERS.
- CRIMINAL PROCEEDINGS AGAINST YOU.
- ANY EVENT THAT OCCURS BETWEEN THE RENTAL BOOKING DATE AND THE DATE ON WHICH YOU TOOK OUT THE CONTRACT.
- FAILURE TO PAY THE CHARGES SET OUT IN THE INITIAL BOOKING CONTRACT, FOR ANY REASON WHATSOEVER.

5-GLOSSARY (common definitions):

The following definitions are used for the application of this contract:

Subscriber

Cabinet DE BELEM acting on its own behalf and on behalf of its clients.

Insured Party

Cabinet DE BELEM's client, whose name(s) and first name(s) are on the subscription application and who has paid the corresponding contribution.

Insurer

MACIFILIA-CORNHILL France insurance company, which is governed by the French insurance regulations.

Subscription and contribution administration centre

Cabinet DE BELEM, appointed by the insurer.

Claims declaration and administration centre, except for assistance and medical fees linked to hospitalisation

Cabinet DE BELEM, appointed by the insurer.

Spouse

The insured party's husband, wife or partner.

Family

The spouse, father, mother, grandparents, children, grandchildren, sons-in-law, daughters-in-law, sisters and brothers of the insured party or his/her spouse.

Child

The legitimate, natural or adopted children of the insured party and/or his/her spouse.

Beneficiary

For all guarantees, the beneficiary is the insured party himself, unless stipulated to the contrary in the contract.

Domicile

The insured party's usual place of residence on the day of his subscription (mainland France, Corsica, Overseas Departments and Territories, Principalities of Andorra and Monaco or European Union countries).

In the event of a dispute, the Domicile is considered to be the address for tax purposes.

Abroad

A country other than the one in which the insured party is domiciled.

By extension, the Overseas Departments and Territories for an insured party of French nationality domiciled in mainland France, Corsica or the principality of Monaco.

Accident

Any unintentional physical injury to the victim by the sudden, unforeseeable action of an external cause, attested by an approved medical authority and prohibiting him from any kind of movement by his own means.

Serious illness

Any sudden deterioration in health, attested by an approved medical authority, involving the cessation of all professional and other activity, where the prognosis is uncertain or the illness is long-lasting, requiring intensive medical treatment and hospitalisation for assessment and treatment.

Prior accident or illness

Any temporary or permanent attack on the insured party's physical integrity attested by a competent medical authority, prior to the booking of the holiday, that has not been the subject of an initial observation, relapse, aggravation or hospitalisation during the 30 days prior to booking the rental accommodation.

Hospitalisation

The fact of receiving treatment in a hospital establishment, requiring a minimum stay of 48 consecutive hours. The following are considered as hospital establishments: a hospital or clinic authorised to provide surgery and medical treatments for patients who are ill or have had an Accident, and possessing the local administrative authorisations allowing these practices and the necessary staff.

Elective surgery and treatment

These include surgical acts or treatments required for: acne, allergies, including allergy tests, any periodical check-up or examination and periodical contraceptive check-up, cosmetic surgery of any kind not following on from a guaranteed Accident, circumcision, corns or bunions, cosmetic treatments of any kind not following on from a guaranteed Accident, operations and treatments for congenital malformations, health checks, fertility tests and treatments linked to fertility (men and women), hormone treatments, incontinence, treatment for warts, cysts, treatments for excess weight, pre-marital examinations, treatments for insomnia, tubal ligation, vasectomy, slimming treatments, all medical acts or treatments that fall within the field of research or experimentation and are not generally recognised as ordinary medical practices.

Incident

The occurrence of an event provided for in the contract. All claims relating to the same event constitute a single incident.

Excess

A lump sum fixed in the contract that the insured party must pay if he is awarded compensation following an Incident.

The Excess may also be expressed in hours and days, or as a percentage.

In this case, the guarantee concerned is acquired on the expiry of the fixed period or above and beyond the fixed percentage.

Civil war

Armed opposition between two or more parties belonging to the same state in which the opponents are of different ethnic origins, religions or ideologies. The following are comparable to civil war: armed rebellion, revolution, sedition, insurrection, coup d'état, the consequences of martial law, closure of borders ordered by a government or local authorities. It is the Insurer's responsibility to prove that the Incident arose out of one of these types of civil war.

Foreign war

Armed opposition, declared or otherwise, between one state and another. Invasions and states of siege are also considered to be foreign wars. If an accident takes place, it is the insured party's responsibility to prove that the Incident was the result of an occurrence other than one caused by a foreign war.

6-MAKING A CLAIM

In the event of a Cancellation, Holiday Interruption, Delay or Public Liability Incident:

Warn the rental agency immediately and send in your claim form by registered letter within 5 working days of the date on which you became aware of it to Cabinet DE BELEM, along with the supporting documents required for examining your claim, at the following address:

Cabinet DE BELEM
1, Allée des Ecureuils
33185 Le HAILLAN

Please remember to include the following in your letter: your full address, telephone number(s), the name of your rental agency or lessor, your holiday start and end dates and documentary proof of your rental (copy of the rental or booking contract).

7- GENERAL PROVISIONS

Prescription / subrogation:

All actions derived from this agreement are limited to a period of two years from the date of the event that gave rise to them. The insurer assumes the rights of the insured party with regard to any individual responsible for the incident which is the subject of the compensation.

Consumer information:

French Data Protection Act (no. 7801 of 06/01/1978): the insured party may ask for any information concerning him that may exist on any file used by the Insurer, his representatives and any professional organisation to be communicated to him and corrected.

Medical check:

If necessary, the insured party agrees to allow the Insurer's medical advisor to have access to his medical file. If he fails to do so, he risks losing the benefit of the guarantees.

Nature of the contract and indisputability:

This contract is a group insurance contract governed by French law and the Insurance Regulations. The Insurer is a company governed by the Insurance Regulations and is subject to inspections by the Insurance Inspections Committee at 54, Rue de Châteaudun- 75009 PARIS.

