



CANCELLATION INSURANCE FOR SEASONAL RENT

particular conditions in agreement n°92650

The present agreement is for any person who wants to take out cancellation insurance for any rent not exceeding 90 days, in the E.C countries.

TYPE OF RENT: Villas, flats, caravans, mobile homes.

INSURANCE COMPANY : MACIF - S. A. au capital social de 103 682 245 € - Entreprise régie par le code des Assurances - Centre MFA - TSA 37217 - 79060 NIORT Cedex 09 - RCS Paris 399 795 822

BROKER : De BELEM – Insurance Brokers. SARL with capital of 30 000 €. RCS Bordeaux 483 200 747

EFFECTIVE DATE AND DURATION OF GUARANTEES : The cancellation guarantee shall take effect as of midday on the day after payment of the premium and for the period running from the advance reservation of the stay, the other guarantees only operating for the duration of the stay (including the return trip for assistance). The guarantee will be effective only when both the lease is signed and the contributions paid.

STATEMENT OF GUARANTEES

1 - Cancellation/ Interruption / Delay of stay.

The insurer guarantees that the down payment and the balance outstanding shall be reimbursed to the insured, up to **15 000 €**, in case of cancellation for the following reasons. **Events giving rise to guarantee :**

a) Seriousness illness, accident or decease : - of the reservee or any other person expressly mentioned in the reservation agreement, - of their spouse (or any person living cohabiting under the same roof), - of their ascendants or descendants in direct line, - of their brothers or sisters, - of their sons-in-law or daughters-in-law, -of their nephews or nieces (only in the event of death). - Of their substitute in the context of a liberal profession (on condition that the substitute has been provided for before subscription of the guarantee).

b) Substantial damages caused to the premises of the reservee, whether this is a professional or private lease, a principal or secondary residence, following a fire, explosion, flood or theft arising in the 48 hours prior to the beginning of the stay or during the stay and necessitating renovation of the premises and the presence of the reservee on location during the period of the stay initially provided for.

c) Serious damages affecting the vehicle of the reservee following an accident and arising in the 48 hours prior to departure and preventing the insured from using it.

d) Redundancy of the reservee (or his spouse) on condition that the invitation to the prior interview is subsequent to reservation of the stay.

e) Transfer of the reservee (or of his spouse), at the initiative of the employer, involving a change of domicile, on the express condition that the notification is subsequent to reservation of the stay.

f) Barriers or strikes duly justified, that prevent the reservee from attending at the places of stay by any means whatsoever (road, train, aero plane or boat) and causing him a minimum delay of 48 hours.

g) Natural Catastrophes in accordance with the law of 13/07/1982 resulting in it being forbidden to stay on the site, by the competent authorities during all or part of the lease period. **Each event, to activate the guarantee, must arise subsequently to subscription of the insurance.**

h) Lack or excess of snow forcing the reservations to interrupt his stay.

The insurer reserving the prorated refund of the unexpired period (provided they have been collected by the owner).

This warranty is only acquired during the period from December 20 to March15 and is subject to the following conditions :

The minimum altitude on the slopes should be at least 1600 meters, the station must be equipped with snow cannons in running and two thirds of the tracks should be closed. The closure must be justified by producing a snow report issued by an authorized agency for the period of stay.

2 - Guarantee Civil Liability.

Civil Liability of the lessee in relation to the owner

Fire-explosion/implosion: ceiling/loss of 1.524.491 €

Flooding/ Freezing: ceiling/loss of 1.524.491 €

Civil Liability of the lessee in relation to neighbors and third parties

Fire-explosion/implosion: ceiling/loss of 457.348 €

Flooding/ Freezing: ceiling/loss of 457.348 €

Pollution / epidemic: ceiling loss of 762.246 €

An exemption of 500 €/loss, payable by MACIFILIA is still applied.

3 - Civil Liability Insurance concerning personalty.

See conditions in guarantee N° 92650 MACIFILIA.

In the event of material damages caused unintentionally to personalty in the leased accommodation, the insurer shall reimburse the owner up to **2300 €** after deducting an excess of **45 €**.

EXCLUSIONS.

LOSSES RESULTING FROM THE FOLLOWING ARE NEVER GUARANTEED :

- FROM AN ACT OF THE INSURED OTHER THAN THOSE SET OUT IN THE AGREEMENT
- FROM FACTS KNOWN PRIOR TO THE RESERVATION IT BEING STATED THAT AN UNFORESEEABLE AGGRAVATION OF A PRE-EXISTING SICKNESS DOES NOT CONSTITUTE A KNOWN SITUATION.
- COMPLICATIONS OR DELIVERY ARISING AFTER THE END OF THE 6th MONTH OF PREGNANCY.
- SICKNESS OF A PSYCHOLOGICAL NATURE NOT ACCOMPANIED BY HOSPITALISATION AT THE DATE OF THE STAY.
- A SURGICAL OR MEDICAL INTERVENTION PROGRAMMED BEFORE THE RESERVATION OF THE STAY OR THAT MAY BE CARRIED OUT AFTER IT.
- FROM INTOXICATION, USE OF DRUGS, ALTERATION IN HEALTH RESULTING FROM THE ABSORPTION OF NON PRESCRIBED MEDICINES.
- FROM A VACCINATION CONTRAINDICATION OR FROM AIR TRAVEL DUE TO PRE-EXISTING HEALTH PROBLEMS.
- FROM CIVIL OR FOREIGN WARS, RIOTS, ATTACKS, POPULAR MOVEMENTS.
- FROM INCIDENTS OF NUCLEAR OR CHEMICAL ORIGIN, FROM NATURAL CATASTROPHES.
- FROM NON-OBSERVANCE OF THE SERVICES PROVIDED IN THE INITIAL RESERVATION AGREEMENT, REGARDLESS OF THE REASONS.

4 - CLAIM DECLARATION.

In the event of a claim for Cancellation, Interruption, Delay or Civil Liability.

Advise the owner or his representative (leasing agency ..) immediately and give notice of the claim in writing, within 5 working days from the date on which you became aware of it (period reduced to 2 working days in the event of theft) to the company MACIFILIA-CORNHILL and forward to it the duly completed claim form :

**Cabinet DE BELEM
1, Allée des Ecureuils
33185 Le HAILLAN**

When you write to us, do not forget to mention your full address, your phone number, the name of your leasing agency, the date of arrival and that of departure.

If the rental contract involves several families, each one is guaranteed for its portion.
Insurance compensation is based on the arithmetical portion of the family concerned.

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.