

Seasonal rental insurance

“Tenant”

Cabinet de Belem

Policy No. FRBOTA15127 & FRBOTA15130

General Conditions

CHUBB®

Contents

General Terms and Conditions

This Insurance Policy is governed by the French insurance code and by these General Terms and Conditions and the Special Terms and Conditions attached thereto.

Part 1 - General Provisions

1. Definitions

Accident

Any unintentional bodily harm suffered by an Insured Party stemming from the sudden, unexpected action of an external cause and all pathological manifestations that are the direct consequences of such bodily harm.

The following are considered Accidents:

- Infections caused directly by a Covered Accident.
- Poisoning and bodily harm caused by the unintentional ingestion of toxic or corrosive substances.
- Asphyxia due to the unforeseen action of gas or vapours.
- Drowning and infectious diseases that are the consequence of a fall into water or an infected liquid.
- Frostbite, heat stroke, sunstroke, starvation and exhaustion as a result of shipwreck, forced landing, collapse, avalanche and flood.
- Bodily injuries resulting from an Act of Terrorism or Sabotage, Attack or Assault suffered by the Insured Party.

Act of terrorism or sabotage

Any illegal action with ideological and/or political motivation, implemented individually or collectively, directed against persons or public or private entities in order to:

- Commit criminal action intended to harm the life of others.
- Instil fear into the population and establish an atmosphere of general insecurity.
- Disrupt the operation of public transport or the operation of companies or institutions producing or processing goods or providing services.

Agency

The seasonal rental agency, engaged by an Owner, which grants the enjoyment of a Seasonal rental to a Member, who must pay to it, in exchange, a deposit or down payment.

Assault

Any bodily injury unintentionally sustained by the Insured Party stemming from a voluntary, sudden, brutal action of another person or group of people.

Cancellation of stay

Cancellation of the booked stay justified by one of the covered reasons and/or circumstances listed in Chapter 1 of Part 2, which consequently lead to the application of this cover.

Insured Party/Member

Member: The person who

- Booked the Seasonal rental.
- Paid the entire Insurance Premium.

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- Read the General Terms and Conditions prior to applying for membership.
- Booked a stay not exceeding ninety (90) consecutive days.

Insured Party

- The Member.
- All the persons explicitly named as Insured Parties (last name, first names and date of birth) on the Insurance Certificate or on the Booking Agreement, who stay in the Seasonal rental, rented by the Member from the Agency, for a stay not exceeding ninety consecutive days.

It is stipulated that a maximum of ten persons, including the Member, may be insured under a single membership. In the event that this limit is not respected, only the Member and the first ten Insured Parties named on the Insurance Certificate or in the Booking Agreement will be covered by the insurance policy.

Insurer

Chubb European Group SE, a company governed by French Insurance Code, with share capital of €896,176,662, domiciled at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, entered in the Nanterre Trade & Companies Register with the number 450 327 374. Chubb European Group SE is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR) located at 4 Place de Budapest, CS 92459, 75436 Paris CEDEX 09, France.

Medical Authorities

Any person holding a degree in medicine or surgery valid in the country where it was established.

Baggage

Travel bags and suitcases of the Insured Party as well as personal effects or objects that they contain.

The following are considered to be personal effects and objects:

- Valuables with a value of five hundred euros (€500) or more as well as jewellery (fine and cultured pearls, precious stones and semi-precious stones) and furs belonging to the Insured Party.
- Audio-visual equipment, photography equipment, video equipment, or Hi-Fi equipment.

Beneficiaries

The person or persons who receive from the Insurer the sums due in respect of the Losses.

Natural Disaster

A violent natural event of abnormal intensity, which causes widespread injuries, deaths, and destruction. Natural disasters are many and varied: major storms, hurricanes, cyclones, climate change, as well as earthquakes and avalanches.

Certificate of insurance

Document supplementing these General Terms and Conditions to adapt the Insurance Policy to the specific circumstances of the Insured Party. It specifies in particular the last name, first names, date of birth and Home Country of the Insured Party or Parties, the start and end dates of the booking, the address of the Seasonal rental and the corresponding Insurance Premium.

Cessation of cover

In all cases, the cover stops at midnight on the last day of the booking, as declared in the Special Terms and Conditions or on the booking invoice.

Chubb Assistance

Refers to the entity in charge of the assistance services.

Terms for changing the stay

A change in the dates of the stay, or a request to cancel the booking is only valid if this change or cancellation is requested before the effective date of the first day of the booking of the Seasonal rental.

Changes in the dates of the stay or cancelling the booking must be submitted to the Agency.

Serious medical condition

A condition that, in Chubb Assistance's opinion, constitutes a serious medical emergency requiring immediate surgery or hospital curative treatment in order to avoid the death or a serious deterioration in the immediate or long-term health prospects of the Insured Party. The seriousness of the Medical Condition shall be determined on the basis of the geographical location of the Insured Party, the nature of the medical emergency, and the local availability of appropriate medical facilities or care.

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Spouse

- The person linked to the Insured Party by the ties of marriage and not legally separated.
- Cohabitee or partner: this is the person who has lived, as if married, with the Insured Party, sharing the same common interests as a married couple and able to produce a coexistence or cohabitation certificate.
- The Co-signer of a Civil Solidarity Pact with the Insured Party.

Insurance policy

The legal document including the General Terms and Conditions, and the Certificate of Insurance or the Booking Agreement, under which the Insurer undertakes to pay a benefit to the Insured Party upon the occurrence of a covered Loss, in exchange for the payment of a Premium.

Insurance premium

Sum paid by the Member to the Policyholder in return for the cover granted by the Insurer.

Booking agreement

Agreement in which the Agency, engaged by the Owner, grants the enjoyment of a Seasonal rental to a Member, who must pay to it, in exchange, a deposit or down payment.

The cover defined in these General Terms and Conditions only applies insofar as all the clauses in the Booking Agreement have been respected by the parties thereto.

Effective Date

Date stated in the Seasonal rental Agreement:

- For the Cancellation cover for the Seasonal rental: the Effective Date is the date at which the Agency receives the first deposit or down payment.
- As regards other insurance cover or assistance services: the Effective Date is the day and time at which the Insured takes possession of the Seasonal rental.

Forfeiture

Loss of entitlement to the benefits or services provided in the Insurance Policy pursuant to the failure of the Insured Party or the Policyholder to fulfil certain obligations imposed on them.

Water and/or frost damage

Property damage occurring at/in the Seasonal rental and caused by:

- Leaks and breaks, whether or not caused by freezing, and accidental overflows:
 - Above-ground piping (embedded piping, even below ground level or passing through a crawl space are considered to be "above ground") for (hot or cold) water supply and distribution, for removing rainwater, wastewater and discharge.
 - From eaves-gutters and gutters.
 - From (water or steam) central heating installations, except for below-ground piping.
 - Water-effect appliances, i.e. any vessel to which an element is added to enable certain operations (such as bringing water in, removing it, heating it, purifying it, aerating it), which create some movement of the water, even if it is not continuous (e.g. a washing machine or dishwasher).
- Overspills, breaks and spills from vessels and aquaria,
- Infiltrations following rain or hail or snow through roofing, patios, balconies forming a terrace, glass roofs,
- Infiltration through watertight seals around sanitation facilities and through floor tiles.

Damage caused by freezing to the central heating installation inside the Seasonal rental, including the furnace, is also covered.

Home

The primary usual residence of the Insured Party. It must be located within one of the European Economic Area member nations or in Switzerland.

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Damage

Any Bodily Injury, Consequential Intangible Damage, Property Damage, Serious Property Damage.

Bodily Injury

Any physical harm suffered by the Insured Party

Consequential Intangible Damage

Any pecuniary loss resulting from the deprivation of enjoyment of a right, the interruption of a service rendered by a person or by movable or immovable property or lost profits, directly resulting from a covered Bodily Injury or Property Damage.

Property Damage

Any alteration, deterioration, loss, and destruction of movable property, including any physical harm to animals.

Serious Property Damage

Event such as an Implosion, Fire or Explosion, Water Damage or a Natural Disaster that damaged, within the seven days preceding the date of taking possession of the Seasonal rental, over fifty per cent of the Insured's Home or Secondary Residence, such as to make it uninhabitable, or of the business premises if the Insured is a tradesperson, retailer, company manager, or carries out a professional occupation, such as to make them unfit for use.

European Economic Area

The countries of the European Economic Area are the following: the Member States of the European Union, Iceland, Liechtenstein, Norway and any State that may, in the future, join this area.

Medical team

Team adapted to each particular case, assembled and defined by Chubb Assistance's coordinating doctor.

Hospital

Any public or private institution that meets the legal requirements of the country it is located in, and that:

- Receives and treats injured or ill persons who stay there.
- Admits injured or ill persons to stay only under the supervision of the doctor(s) attached to it and who must be on call.
- Maintains adequate medical equipment in operational condition to diagnose and treat such injured or ill persons and, if necessary, is able to perform surgery within its premises or in an institution under its control.
- Provides care by or under the control of a nurse.

Member states of the European Union

The Member States of the European Union are the following:

Austria, Belgium, Bulgaria, Cyprus (Greek part), Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom, and any State that joins this union.

Event/Harmful Event

Any circumstance likely to cause or having caused a Loss.

A set of Harmful Events with the same cause and the same origin is considered a single Event.

Exclusion

Relates to anything not covered by the Insurance Policy.

Forest fires

Fires or vegetation fires that start in a in a vegetation area, which may be one of the following types:

- Forest (deciduous, conifer or mixed forests);
- Undergrowth (bush, brushwood or heathland);
- Grass (grassland, lawns) and that destroy at least one continuous hectare.

Costs of moving and replacing movable property

The cost of moving and replacing movable property belonging to the Owner of the Seasonal rental, only where it is essential in order to refurbish the rented real estate property by carrying out the repairs made necessary by a Loss caused by Water Damage and/or Frost, an Explosion, a Fire or an Implosion covered by this Insurance Policy.

Search Costs

Costs of operations carried out by rescuers or relief agencies travelling specially to search for an Insured Party to a place lacking any organised or close means of rescue.

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Rescue Costs

Transport costs necessitated by an Accident from the point of the search operations to the closest Hospital.

Excess

A sum expressed in Euros or as a percentage of the amount of the loss, set as a fixed amount by the Insurer and for which the Member or the Insured Party/ies remain liable in case of compensation.

Pathological Pregnancy

Pregnancy that requires enhanced medical monitoring because of the health problems of the mother and/or foetus that could jeopardise the life of the mother and/or the child to be born.

Civil War

Civil War means two factions of the same nation that oppose each other or a part of the population who opposes the established order.

Foreign War

A Foreign War is a state of armed conflict between two or more states, with or without a declaration of war.

Experts' Fees

Costs and fees of an expert chosen and appointed by the Owner of the Seasonal rental in case of a Loss caused by Water Damage and/or Frost, an Explosion, a Fire or an Implosion covered by this Insurance Policy.

Hospitalisation

Unforeseen Hospital stay, medically prescribed, for medical or surgical treatment necessary in case of a Serious Medical Condition occurring during the duration of the stay in the Seasonal rental.

Fire - Explosion - Implosion

Property damage caused to the Seasonal rental by:

- An actual Fire, i.e. combustion with flames outside of a place or appliance where fire is tended.
- An explosion, i.e. the sudden and violent action of high or low gas or vapour pressure.
- An Implosion, i.e. the sudden disintegration of a hollow glass item due to external pressure (e.g. a cathode ray tube in a television or computer screen).

Redundancy on economic grounds

Loss of employment as a result of redundancy defined in Article L. 1233-3 of the French Labour Code.

Seasonal rental

A furnished and fitted real estate property, offered by the Agency as part of its management mandate to the Member, strictly and only for vacation stays not exceeding ninety consecutive days. Common portions identified as such by the condominium's rules are not part of the Seasonal rental.

Critical Illness

A sudden and unforeseen change in the Insured Party's health, noted by a Doctor, for which a precise diagnosis can be established, which requires all activity (professional or other) to cease.

Pre-existing Illness

Medical condition or related condition that manifested itself at any time during the five years preceding the Effective Date of this Insurance Policy, whether or not medical advice or medical treatment was sought.

Communicable Illness

An illness or condition that can be transmitted directly or indirectly from one person to another by a virus, bacteria or other micro-organism.

Doctor

A doctor or specialist, registered or authorised to practise medicine under the laws of the country in which they practise, who is neither:

1. an Insured Party; nor
2. a Close Relative of the Insured Party reporting the Loss, unless authorised by the Insurer.

Close Relative

A Close Relative of the Insured Party refers to the Spouse, a first-degree ascendant or descendant, a sister, a brother, a mother-in-law, a father-in-law, a daughter-in-law, a son-in-law, a sister-in-law or a brother-in-law.

Home Country

The country of the principal and usual residence of the Member or of any Insured Party before their departure for the stay in the Seasonal rental mentioned on the Certificate of Insurance. This country must be a member of the European Economic Area.

Insurance Period

This is the period during which the Member or any Insured Party benefits from the cover under the Insurance Policy. The Insurance Period matches the stay dates included in the Booking Agreement.

Close Relative

Any person named by an Insured Party or his/her Beneficiaries upon the occurrence of the Loss who resides in the same Home Country as the Insured Party.

Owner

The individual or legal entity that owns a real estate property, used for vacation stays, which it offers for rent to tourists through the Agency.

Third-Party Claim

Any request for damages, whether amicable or litigious, made by a Third Party or its successors against the Insured Party.

Secondary Residence

A Dwelling, other than the Home, used for weekends, leisure or vacations.

Loss**Regarding the Personal Liability Cover of the Insured Party:**

The manifestation of Damage for the Insured Party where this Damage is likely to result in the application of cover under the Insurance Policy.

A Loss is also any Damage or range of Damage caused to Insured Parties at the fault of the Insured Party, resulting from a harmful event and giving rise to one or more Losses.

For other cover:

Event whose occurrence meets the conditions required under the Insurance Policy and likely to result in the application of one of the subscribed covers.

All heads of cover

The range of Damage stemming from the same original cause constitutes a single Loss.

Balance Owed

The difference between the total amount of the cost of the Seasonal rental and the amount(s) of the deposit or down payments paid at the time of the Loss.

Policyholder

The legal entity, named in the Special Terms and Conditions of the Insurance Policy, which:

- Takes out the Insurance Policy to be able to offer it to the Members,
- That negotiated the Insurance Policy with the Insurer and that signs it,
- That undertakes to receive the Insurance Premiums from the Member and to transfer them to the Insurer.

Geographic scope

To be eligible to take out the Insurance Policy and/or benefit from the cover of this policy, the Home of the Member and/or of all Insured Parties must be within one of the European Economic Area member countries or in Switzerland.

Third Party

Any individual or legal entity other than:

- The Insured Party himself/herself.
- His/her Close Relatives.
- Persons who visit him/her at the place of the stay.
- The Agency and its salaried or non-salaried workers.
- The Policyholder and its authorised representatives, irrespective of whether or not they are employees.

Wear and tear

Loss of value or depreciation, as of the day of the Loss, of the value of an item caused by prolonged use or maintenance conditions.

Vandalism

Wilful destruction and/or degradation of a real estate or movable property located inside the Seasonal rental by an Insured Party, proof of which the Insured Party must provide, and for which event the Insured Party must report to the local authorities.

Disrepair

Consequences of Wear and Tear, age or of the general condition, as of the day of the Loss, on the value of an item.

Theft

The disappearance, destruction or deterioration of a movable item belonging to the Tenant located inside the Seasonal rental and resulting from Theft or attempted Theft by a Third Party in the circumstances provided for in this Insurance Policy, proof of which the Insured Party must provide, and for which event the Insured Party must report to the local authorities.

2. Effective date and termination of cover

The cover provided under these General Terms and Conditions shall take effect on the dates stated in the seasonal rental agreement and on receipt by the Policyholder of the insurance premium.

Effective date and time of Cover

- For the Cancellation cover: The cover is effective for the Insured Party on the date of receipt by the Agency of the first amount of the deposit or down payment and during the period preceding the trip referred to in the booking agreement. Should the cheque for the deposit or down payment be rejected by the bank for insufficient funds or any other reason whatsoever, the cover under this policy would be null and void, unless the reserving party completes the payment within the time allowed by law.
- For other heads of cover: on the date and time when the Insured Party obtains the keys and takes possession of the Seasonal rental.

Termination of cover

- For Cancellation cover: when the keys are handed over, on the first day of the Seasonal rental.
- For other heads of cover: at the end of the Rental, when the keys are returned on leaving the Seasonal rental.

Part 2 – Type of insurance cover

Chapter 1 - Cancellation of the Seasonal rental

1. Purpose of the cover

The Insurer shall repay the amount of the deposit or down payment(s) or any other sum paid to the Agency, including the Balance Owed, which the Agency may keep, in accordance with the terms and conditions of the Seasonal rental, provided the stay is cancelled strictly as a result of one of the Events stipulated in sub-paragraph 2 below, and if the Cancellation is requested before taking possession of the Seasonal rental.

The cover only applies for a full Cancellation of the rental.

2. Insured Events

2.1 Cancellation due to death, Serious Illness, Accident, worsening of the aftereffects of an Accident or of a Pre-existing Illness.

- a) The death of an Insured Party, his/her Spouse, any of their Close Relatives, a nephew or niece or a replacement for a self-employed individual (provided that the replacement was engaged before the cover was taken out).
- b) The Serious Illness of an Insured Party, his/her Spouse, any of their Close Relatives or a replacement for a self-employed individual (provided that the replacement was engaged before the cover was taken out).
- c) An Accident suffered by an Insured Party, his/her Spouse, any of their Close Relatives or a replacement for a self-employed individual (provided that the replacement was engaged before the cover was taken out).
- d) Worsening of the aftereffects of an Accident or of a Pre-existing Illness of the Insured Party.
- e) Mandatory quarantine of the Insured Party on the orders of a Doctor

2.2 Cancellation for substantiated causes

- a) Serious Property Damage occurring at the Home of the Insured Party or in his/her secondary residence or on the premises of the business belonging to him/her that absolutely require him/her to be present there.

Compensation from the Insurer is only granted if the Serious Property Damage occurs within 48 hours preceding the date of taking possession of the Seasonal rental, and occurs at the Home, the Secondary Residence or the business premises if the Insured Party is a tradesperson, retailer, company manager, or carries out a professional occupation.

- b) The inability of the Member to pay the Balance Owed to the Agency as a result of:
 - his/her Redundancy on economic grounds,
 - the Redundancy on economic grounds of his/her Spouse.

Compensation from the Insurer is only granted if the Redundancy of the Member or of his/her Spouse occurs between the Effective Date of this Insurance Policy specific to the "Cancellation of the seasonal rental" cover and the date of taking possession of the Seasonal rental.

- c) If the Insured Party is unable to take possession of the Seasonal rental following a summons:
 - **as member of a Jury,**
 - **as part of a child adoption procedure.**
- d) The inability, for the Member or for the Insured Parties on whose behalf the Member has taken out this Insurance Policy, to travel to the location of the Seasonal rental he/she/they reserved following a general blockage of all means of transport (ground, rail or air) needed to take possession of the rented property.

Compensation from the Insurer shall only be granted if:

- **The blockage occurs during the forty-eight hours preceding the day of taking possession of the Seasonal rental.**
- **The blockage is certified by the Mayor of the town where the Seasonal rental is located and/or by any other supporting document, such as an affidavit from the Prefecture, the Tourist Office, the rail company or airline, or an article in the national and/or regional press.**
- e) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy are obliged to cancel the stay pursuant to a prohibition to go to the location of the Seasonal rental because of risks of pollution.
- f) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy, are obliged to cancel the stay pursuant to a Natural Disaster or to a Forest Fire occurring at the location of the Seasonal rental.

Compensation from the Insurer shall only be granted for covers e) and f) if:

- **The prohibition comes from a competent local authority.**
- **The prohibition concerns a five-kilometre perimeter around the Seasonal rental, and does not allow the Insured Party to enjoy the environment in the normal way, and prevents him/her from taking advantage of the services that caused said Rental.**

In case of a dispute between the Insured Party and the Insurer, the parties will consult the opinion of the Town Hall or the Departmental Equipment Directorate (DDE) as to the merits of the Cancellation, given the local repercussions of the event on tourism.

- g) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy are obliged to cancel the trip as a result of an Insured Party being transferred by his/her employer requiring them to move their home.

The compensation payable by the Insurer shall only be granted if the transfer is notified after the trip is booked.

- h) The cover is available in the event of a lack of snow or excess snow,
When such a scenario occurs:
 - in a skiing area located at an altitude of more than 1,600 metres,
 - for any departure between 15 December and 15 April, during the period when ski lifts are open at the resort where the Insured Party is staying,
 - when it results in the closure of more than 2/3 of the ski lifts, generally in service at the site of the trip, for at least 2 consecutive days in the 5 days preceding the Insured Party's departure.
- i) Serious damage to the reserving party's vehicle as a result of an accident and occurring within 48 hours prior to his/her departure and preventing the insured from using the vehicle.

- j) A change in leave dates, imposed on the reserving party by his/her employer, after the trip is booked and affecting the period of the trip.

3. Maximum covered amounts

Upon the occurrence of one of the Events listed above, the Insurer shall pay the amount of the deposit or advance payments made or the balance owed or any other sum that the Member has paid to the Agency in accordance with the conditions of the Seasonal rental, limited to the amounts shown in the table of cover, which forms an integral part of the Special Terms and Conditions, with an upper limit of twenty-five thousand euros (€25,000) per cancelled Booking Agreement and per Loss,

Upon the occurrence of one of the Events listed above, under sub-paragraphs d), e), f) and h) of paragraph B, the amount compensated by the Insurer is limited to two hundred thousand euros (€200,000) per Event and:

- **Irrespective of the number of Losses;**
- **Irrespective of the number of Seasonal rentals cancelled and eligible for compensation under this Insurance Policy.**

Where the total amount of the Loss exceeds two hundred thousand euros (€200,000), the Insurer shall make a distribution proportional to the sum paid by each Member.

The parties agree that this two hundred thousand euro (€200,000) maximum is not cumulative with the cover set out in Chapter 2 - Interruption of the seasonal rental stay.

Chapter 2 – Late arrival or interruption of the seasonal rental stay

1. Purpose of the cover

The Insurer shall reimburse the Member for the amount of the unexpired rental following a late arrival or an interruption of stay due to the occurrence of any of the events listed below.

2. Events covered during the stay

- a) The death of an Insured Party, his/her Spouse, any of their Close Relatives, a nephew or niece or a replacement for a self-employed individual (provided that the replacement was engaged before the cover was taken out).
- b) The Serious Illness of an Insured Party, his/her Spouse, any of their Close Relatives or a replacement for a self-employed individual (provided that the replacement was engaged before the cover was taken out).
- c) A Serious Accident suffered by an Insured Party, his/her Spouse, any of their Close Relatives or a replacement for a self-employed individual (provided that the replacement was engaged before the cover was taken out).
- d) Worsening of the aftereffects of an Accident or of a Pre-existing Illness of the Insured Party.
- e) Serious Property Damage occurring at the Home of the Insured Party or in his/her secondary residence or on the premises of the business belonging to him/her that absolutely require him/her to be present there.
- f) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy are obliged to interrupt the stay pursuant to a prohibition to remain at the location of the Seasonal rental because of risks of pollution.
- g) If the Member or the Insured Parties on whose behalf the Member has taken out this Insurance Policy, are obliged to interrupt the stay pursuant to a Natural Disaster or to a Forest Fire occurring at the location of the Seasonal rental.

Compensation from the Insurer shall only be granted for covers f) and g) if:

- **The prohibition comes from a competent local authority.**
- **The prohibition concerns a five-kilometre perimeter around the Seasonal rental, and does not allow the Insured Party to enjoy the environment in the normal way, and prevents him/her from taking advantage of the services that caused said Rental.**

In case of a dispute between the Insured Party and the Insurer, the parties will consult the opinion of the Town Hall or the Departmental Equipment Directorate (DDE) as to the merits of the Cancellation, given the local repercussions of the event on tourism.

3. Maximum covered amounts

Upon the occurrence of any of the Events listed above, the Insurer shall compensate the Member:

- **the Insurer shall compensate the Member in proportion to the number of unused rental days, limited to the amounts shown in the table of cover, which forms an integral part of the Special Terms and Conditions, with an upper limit of fifteen thousand euros (€15,000).**

Upon the occurrence of any of the Events listed above, under sub-paragraphs f) and g), the maximum amount compensated by the Insurer is limited to two hundred thousand euros (€200,000) per Event and:

- **Irrespective of the number of Losses;**
- **Irrespective of the number of Seasonal rentals interrupted and eligible for compensation under this Insurance Policy.**

Where the total amount of the Loss exceeds two hundred thousand euros (€200,000), the Insurer shall make a distribution proportional to the sum paid by each Member.

In the event that the stay in the seasonal rental is interrupted, we will also cover, on a pro rata basis and limited to €300, the costs associated with the sports or leisure activities included in your seasonal rental agreement being interrupted.

The parties agree that this two hundred thousand euro (€200,000) maximum is not cumulative with the cover set out in Chapter 1 - Cancellation of the seasonal rental stay.

Chapter 3 - Exclusions common to the interruption of the Seasonal rental stay cover and to the interruption of the Seasonal rental stay cover

In addition to the general exclusions applicable to the policy and appearing in Part 3, the following are excluded:

- Cancellation justified by the hospitalisation of a person at the time of booking the stay or of taking out this policy;
- **illness of an Insured Party requiring psychological or psychotherapeutic treatment, including nervous breakdowns having led to a hospital admission of less than four Consecutive Days at the time of cancellation of the stay;**
- **an Insured Party forgetting to be vaccinated;**
- **Accidents resulting from practicing the following sports: bobsleigh, rock climbing, skeleton, mountaineering, competition luge, all airborne sports, as well as those resulting from taking part in or training for matches or competitions;**
- **failure to present, for any reason whatsoever, documents essential to the stay, such as identification papers, visa, transport documents, vaccination log.**
- **illnesses, Accidents having been previously observed, a relapse, aggravation or hospitalisation between the date of purchase of the stay and the date of taking out this policy;**
- **application fees, taxes, visa fees and insurance premiums related to the trip and to taking out this policy, paid by one Insured Party or the Insured Parties.**
- **Cancellations due to pregnancy not justified by medical complications (miscarriage, consequences after birth) occurring after the effective date of booking.**
- **Cancellation by the Agency or by the owner of the rented property.**
- **Cancellation of a stay for a thermal cure or in a rest or convalescence home.**
- All expenses incurred as a result of the imposition of a law, regulation or order issued by a public authority or government and impacting your trip involving the seasonal rental (including, but not limited to, the closure of borders or airspace, lockdowns and other restrictions on the movement of persons).

Chapter 4 – Death or disability following an accident during a stay in a seasonal rental

1. Death following an accident

When an Insured Party is a victim of an Accident and dies from its consequences within Twenty-Four Months of its occurrence, the Insurer shall pay the Beneficiary the sum of Ten Thousand Euros (€10,000).

Disappearance

If the Insured Party's body is not recovered following a shipwreck or disappearance or destruction of the means of transport in which he/she travelled, there is a presumption of Accidental Death after a period of One Year from the day of the Accident.

The cover shall apply on presentation of a declaration of death issued by a court.

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However, should it be proved, following payment of the benefit to the Beneficiary, at any time whatsoever, that the Insured Party is still alive, the sum paid as regards the presumption of death must be returned in full to the Insurer, with interest at the statutory rate plus ten (10) percentage points.

2. Permanent disability following an accident

Where an Insured Party is a victim of an Accident and it is established that they remain partially or totally disabled as a result, the Insurer shall pay the Insured Party the sum obtained by multiplying the sum of Ten Thousand Euros (€10,000) by the degree of disability as defined in the Guide to the European Physical and Mental Disability Rating Scale for Medical Purposes.

The disability rate shall be established as soon as there is stabilisation of the Insured Party's condition and no later than at the end of a period of Three Years from the date of the Accident.

For cases of disability not provided for in the scale, the rates shall be determined by comparing their seriousness with cases listed in said scale.

Disability rates shall be fixed outside of any professional, social or family consideration.

The anatomical loss of limbs or organs already functionally lost before the Accident may not give rise to compensation.

Compensation for injuries to limbs or organs that were already impaired before the Accident shall only cover the difference in their condition before and after the Accident.

The evaluation of the injuries of a limb or organ may not be influenced by the pre-existing state of disability of another limb or organ.

If several limbs or organs are harmed by the same Accident, the rates of disability shall accumulate without exceeding one hundred per cent.

In the event of death before final stabilisation of the disability, the benefit in the event of Death shall be paid after deducting any sums paid for the disability.

These two heads of cover are not combined when they result from the same Accident.

Chapter 5 - Medical expenses during the Seasonal rental outside the Insured Party's Home Country

This cover shall apply during stays within the European Economic Area, excluding the Home Country.

This cover is available to the Insured Party having suffered the Damage, with a limit of Five Thousand Euros (€5,000) per Loss, for Accident or Serious Illness. It will cover the costs occasioned by a hospitalisation, as well as all consultation fees, pharmacy fees, X-ray and medical analysis fees, after deducting the refunds from Social Security and any other supplemental body.

All these costs must be exclusively prescribed by a practitioner legally authorised to practice his/her art and holding the diplomas required in the country where he/she operates.

In case of hospitalisation at the location of the stay, the resulting costs shall be covered directly by Chubb Assistance.

In this case, the Insured Party must contact Chubb Assistance upon his/her arrival at the Admissions Desk of the Hospital.

Other medical costs shall be reimbursed to the Insured Party upon the Insurer's receipt of all supporting evidence.

Costs of dental care, resulting from a covered Accident, shall be limited to Three Hundred Euros (€300) per tooth with a maximum of One Thousand Euros (€1,000) per Loss.

Emergency dental care will be reimbursed at Seventy Per cent of actual cost, with a limit of Four Hundred Euros (€400) per Loss, after applying an excess of Thirty Euros per Loss.

"Emergency dental care" here means dental costs that cannot be deferred in time, because of the Insured Party's pathological status and dispensed for the following care: bandage, filling, root canal treatment and extraction.

The costs of optical, dental, and acoustic prostheses, as a result of a covered Accident, shall be limited to Five Hundred Euros (€500) per prosthesis.

The following shall formally remain excluded:

- **Costs of a functional prosthesis and/or resulting from a Pre-Existing Illness.**
- **Optical costs not resulting from an Accident.**
- **Costs of dental care that are not the result of an accident, excluding emergency dental care as defined above.**
- **Costs incurred in the Insured Party's Home Country.**
- **Costs of spa treatments and stays at a rest home.**
- **Rehabilitation costs.**
- **Costs brought about by an Accident or a Serious Illness whose first observation occurs before the date of taking possession of the Seasonal rental.**
- **Costs incurred if the Insured Party does not suffer from a serious medical condition or if the treatment can reasonably be delayed until the Insured Party returns to his/her Home Country.**

Chapter 6 - Legal Assistance

Chubb Assistance shall cover, up to Five Thousand Euros (€5,000), the fees of legal representatives whom the Insured Party may engage, if he/she is prosecuted for an unintentional violation of the laws of the country in which he/she is located that do not involve his/her criminal liability.

This cover shall be available only outside of the Home Country.

Advance on bail: If, in case of an involuntary breach of the laws of the country in which he/she is located, the Insured Party is ordered by the authorities to pay bail, Chubb Assistance shall provide an advance of up to the amount stated in the Table of Cover.

Chubb Assistance shall give the Insured Party Three Months from the day of the advance to repay this sum.

If this bail is refunded before the end of this period by the authorities of the country, it must be immediately returned to **Chubb Assistance**.

If the Insured Party summoned before a Court does not appear, Chubb Assistance shall immediately require the reimbursement of the bail that the Insured Party cannot recover because of his/her failure to appear.

Legal proceedings may be initiated if the bail is not reimbursed within the time periods specified above.

This cover shall be available only outside of the Home Country.

Chapter 7 - Costs of Search and Rescue during the Seasonal rental

The Insurer shall cover up to Ten Thousand Euros (€10,000) per Insured Party and Twenty Thousand Euros (€20,000) per Event for search and rescue costs incurred during the Seasonal rental period.

Only costs that are advanced by local authorities or bodies authorized to rescue the Insured Party and that are invoiced to the Insured Party will be reimbursed.

Chapter 8 - Personal Liability of the Insured Party

This cover works as a supplement to the Insured Party's home insurance policy, or where there is no policy.

The Insurer will cover:

1. Rental liability

After a Fire, Explosion, Water Damage, Damage due to Freezing starting within the premises of the Seasonal rental following and due to an act of the Insured Party, the financial consequences of the Insured Party's liability under Articles 1732 to 1735 and 1302 of the French Civil Code for damage caused to movable and immovable property belonging to the Owner of the rented home, experts fees and costs of cost of moving and putting back as well as costs for rehousing made essential by a cover loss.

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The Insurer shall also cover the financial consequences, loss of rent payments, or loss of use suffered by the Owner.

The Rental Liability cover is subject to a limit of One Million Five Hundred Thousand Euros (€1,500,000) per loss.

2. Claims by neighbours and third parties

After a Fire, Explosion, Water Damage, Damage due to Freezing starting within the premises of the Seasonal rental following and due to an act of the Insured Party, the possible financial consequences of the Insured Party's liability pursuant to Articles 1382, 1383 and 1384 of the French Civil Code for property damage caused to neighbours and third parties for which the rental liability cover above was triggered.

The Claims by neighbours and third parties cover is subject to a limit of Four Hundred and Fifty Thousand Euros (€450,000) per loss.

3. Personal Liability for Theft, Vandalism and miscellaneous involuntary damage

The possible financial consequences of the Insured Party's liability pursuant to Articles 1382, 1383 and 1384 of the French Civil Code for Thefts, acts of Vandalism or for involuntary damage to the movable property present within the Seasonal rental or to the structure of the Seasonal rental.

The persona liability cover for Theft, Vandalism and Miscellaneous Damage applies up to a limit of Three Thousand Euros (€3,000) per loss and after the deduction of an excess of €45 per loss.

As regards Theft, Vandalism and miscellaneous involuntary damage:

- **All damage that does not involve the personal liability of an Insured Party.**
- **All damage to the property of an Insured Party.**
- **Water damage coming from or originating in the common portions of the condominium is excluded.**
- **Fires, Implosions and Explosions coming from or originating in the common portions of the condominium are excluded.**
- **Freezing coming from or originating in the common portions of the condominium is excluded.**

Chapter 9 - Personal Assistance

Such cover shall be available both abroad and within the home country of the Insured Party.

1. IMPLEMENTATION OF COVER

In order to ensure that the assistance benefits apply, prior to any intervention involving the cover under the policy, the Insured Party must contact:

Chubb Assistance

Phone number from France: 01 55 92 12 77

Phone number from Abroad: +33 1 55 92 12 77

Stating the policy number: FRBOTA15127

Emergency medical transport

On the advice of its medical authorities, Chubb Assistance shall organise, implement and handle the Insured Party's transport to the nearest medical centre or hospital where the appropriate medical care is accessible and not necessarily in the home country.

Such transport will be either in a special air ambulance or in a regular airliner.

Chubb Assistance shall reserve the absolute right to decide whether the medical conditions of the Insured Party are serious enough to justify emergency medical transport.

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Chubb Assistance shall further reserve the right to decide where the Insured Party will be transported and the means or methods to do so, taking account of all the existing facts and circumstances, known to Chubb Assistance at the time of the event.

If the Insured Party is evacuated to his/her home, Chubb Assistance shall reserve the right to use the transport tickets initially provided for the return of the Insured Party.

After the emergency medical transport, if his/her medical condition permits it, the ill or injured Insured Party shall be repatriated to his/her home country by scheduled flight.

Only Chubb Assistance's medical authorities shall be authorised to decide on the repatriation, the choice of means of transport, and the place of hospitalisation.

Reservations shall be made by Chubb Assistance.

2. Sending a doctor on site

If the Insured Party's condition and the circumstances so require, Chubb Assistance may decide to send a doctor or a medical team on site in order to better judge the measures to be taken and to organise them.

Chubb Assistance shall pay for the costs of the assigned doctor's travel and consultation.

3. Repatriation to the home of the insured party

Where the Insured Party is in a condition to leave the hospital, Chubb Assistance shall organise and take responsibility for the repatriation of the Insured Party to his/her home.

The repatriation, as well as the best-suited means, shall be decided and chosen by Chubb Assistance.

4. Repatriation of the body in case of death

If case of death of an Insured Party, Chubb Assistance shall cover and organise the transport of the Insured Party's body to his/her home.

Coverage of the price of the casket shall be limited to One Thousand Euros (€1,000).

This service shall also apply to the transport of the body having been temporarily buried in accordance with the practices and local requirements in order to be buried again or cremated in the home country of the Insured Party.

Burial, embalming, and ceremonial costs, unless they are made mandatory by local laws, shall not be covered by Chubb Assistance.

5. Recovery and routing of the insured party's automobile

If the Insured Party uses a personal or company motorised vehicle for all or part of his/her trip,

And,

If, following a covered accident or illness during the stay, the Insured Party is hospitalised for more than Ten Days, or is repatriated but wholly unable to drive,

And,

If no accompanying person is authorised to drive the vehicle,

Chubb Assistance shall organise and cover the cost of the transport of a person close to the Insured Party, residing in the same home country as him/her, so that he/she can recover the immobilised vehicle and return it to the Insured Party's Home.

Chubb Assistance shall cover:

- The cost of a taxi if the outbound trip is less than Thirty Kilometres.
- The cost of a ticket for train travel (1st class) if the outbound trip is Thirty Kilometres or more.
- The cost of a ticket for air travel (economy class) if the train trip is more than Five Hours.

This cover shall be granted only in Metropolitan France.

Chubb Assistance shall be solely authorised to decide on the choice of the trip as well as the means of transport made available to the person designated by the Insured Party.

Chubb Assistance shall not reimburse the following:

- **Costs for parking or security of the vehicle;**
- **Fuel costs;**
- **Costs caused by a breakdown occurring during the return trip;**
- **Tolls;**
- **Fines.**

6. Exclusions specific to the assistance cover

Except for the exclusions specified in these General Terms and Conditions, Chubb Assistance:

- **May not intervene outside the limit of the approvals given by the local authorities.**
- **May not in any case take the place of the local emergency assistance organisations or cover the expenses thus incurred.**
- **Shall not be held liable for defaults or setbacks in the performance of the obligations resulting from cases of force majeure or events such as civil war, foreign war, revolution, popular movement, riot, strike, seizure or constraint by public force, official ban, piracy, explosion of a device, nuclear or radioactive effect, or weather-related obstacles.**
- **Is not required to intervene in cases in which the Insured Party has voluntarily committed violations of the laws in force in the countries through which he/she passes or in which he/she stays temporarily.**
- **Events occurring because of the Insured Party's participation as a competitor in sporting competitions, bets, matches, contests, rallies or in their preparatory trials are excluded, as well as the organisation of searches and rescues related to such events.**

Part 3 - General Exclusions

Exclusions common to all cover

Damage directly or indirectly related to the following is excluded from the cover specified in this policy:

- **Infection resulting from human intervention following a covered Accident;**
- **Bodily harm caused by an Act of Terrorism, Act of Sabotage, Attack, or Assault suffered by the Insured Party, if it is demonstrated that the Insured Party played an active role as the perpetrator or instigator of such events;**
Epileptic seizure, ruptured aneurism, myocardial infarction, cerebral embolism, subarachnoid haemorrhage;
- **Damage intentionally caused or triggered by the Insured Party;**
- **Damaged caused by suicide or attempted suicide of the Insured Party;**
- **Foreign War;**
- **Civil War;**
- **Use of narcotics not medically prescribed;**
- **Beauty, psychological or psychotherapeutic treatment;**
- **Illness, accident, pregnancy and generally any change in health conditions of which the first symptoms occurred before the booking date of the stay;**
- **Medical prohibition from health cures;**
- **Practice of a sport as a professional;**
- **All direct or indirect effects of explosions, releases of heat, irradiation coming from nuclear transmutation or radioactivity, or from exposure to any substance, or biological or chemical contamination.**
- **Any actual or suspected communicable Illness that results in restrictions (introduced or imposed by any travel or accommodation provider or government or governmental agency) that have an impact on your trip. This exclusion does not apply to claims for reimbursement of medical expenses or repatriation costs.**
- **Any expenses that may be recovered (with or without success) by an insured Person from:**
 - any tour operator, travel provider, airline, hotel or other service provider under the terms of an agreement or any applicable law or regulation; or**
 - any compensation scheme.**

- We do not cover trips involving travel to regions which, at the time of departure, the Ministry for Europe and Foreign Affairs - France Diplomacy has given the status of formally advised against. If you are not sure whether a travel warning is in place for your destination, please go to www.diplomatie.gouv.fr.

Part 4 – Declaration, necessary documents, and reimbursement of Losses

All Losses reported to Cabinet De Belem more than Five (5) Days after their occurrence shall lapse, except where force majeure prevents the Loss being reported within this period.

The Insured Party/Member who intentionally provides false information or uses false or distorted documents with the intent to mislead the Insurer shall lose any right to the cover for the Loss in question.

The Insured Party must immediately take all useful measures to limit the consequences of the Loss, failing which forfeiture shall ensue.

The Insurer's medical practitioner must have free access to the Insured Party/Member to determine his/her condition. Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter, shall result in the Forfeiture of the cover.

1. Documents to be provided

1.1. For all cover

- The Insurance Policy number and the Insurance Agreement number.
- The contact details for the Insured Party/Member.
- A photocopy of the Booking Agreement in question signed by both parties, or proof of their agreement.

1.2. For triggering the insurance cover

Requests for reimbursement should be sent to the following address:

Cabinet DE BELEM

1 Allée des Ecureuils
33185 Le Haillan
Email: cabinetdebelem@wanadoo.fr
Phone number: 05 56 35 11 32

1.3. For the cancellation of the Seasonal rental

- A photocopy of the Booking Agreement.
- A medical certificate or certificate of hospitalisation specifying the nature, seriousness and history of the Illness or Accident, as well as the foreseeable consequences thereof, photocopies of prescriptions for the course of treatment, the medicines prescribed and the analyses and examinations carried out. To this end, the Insured Party must give leave to his/her medical practitioner to break doctor/patient privilege in respect of the Insurer, or take any action so that the attending medical practitioner of the person whose Illness or Accident triggered the Cancellation is free from doctor/patient privilege;
- All statements from Social Security (or any other insurance) relating to reimbursements for the cost of treatment and daily allowance payments;
- The death certificate if this was the reason for the cancellation;
- Substantiation of the family relationships (copy of family books, etc.) when the person who triggered the cancellation is not the Insured Party/Member;
- Any official document settling forth the serious nature of the damages that caused the cancellation;
- The certificate or statement of Insurance (or a legible photocopy thereof).

For Accidents, the Insured Party/Member is responsible for specifying its causes and circumstances, as well as the names and addresses of the witnesses.

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1.4. For late arrival or interruption of the seasonal rental stay

- A photocopy of the Booking Agreement,
- any official document establishing the Death, Illness, Accident, pollution risks, the Natural Disaster, the seriousness of the damage that caused the early return,
- a statement or supporting document confirming the date and cause of the late arrival or early return.

1.5. – For death and disability resulting from an accident during a stay in a seasonal rental

- A written declaration specifying the circumstances of the Accident, the name of the witnesses, and possibly the identity of the reporting authority if a report is prepared, as well as the transmission number.
- The certificate of the doctor, surgeon or hospital called in to give first aid and describing the injuries.
- Birth certificates of children as well as a copy of the tax return proving that they are the Insured Party's dependants. Death certificate.
- Documents establishing the capacity of Beneficiary in case of death, and the name and address of the lawyer responsible for the estate.

1.6. For medical expenses during the seasonal rental

Reimbursement of medical expenses excluding Hospitalisation is made when the Insured Party/Member provides all the required supporting documents to the Insurer.

The Insured Party/Member or his/her Successors undertake to take all measures necessary to obtain the reimbursement of such costs (in full or in part) from Social Security and/or other supplementary bodies with which the Insured Party is affiliated and to immediately repay any sum collected in that capacity to the Insurer.

The Insurer shall be responsible for the supplemental costs reimbursed by Social Security and/or other supplemental bodies to which the Insured Party or his/her Successors belong.

This additional responsibility is limited to Five Thousand Euros (€5) per loss.

1.7. For search and rescue costs

In order for reimbursements to be made, the Insured Party/Member must provide the Insurer with the original of the detailed request for reimbursement of search and rescue costs coming from the local authorities.

1.8. For personal liability

Once the Insured Party/Member has knowledge of an event likely to apply the cover under this Policy and within no more than Five Days, he/she must, under penalty of forfeiture of the cover, except in case of a fortuitous event or force majeure, notify the Insurer in writing or verbally in exchange for a receipt.

He/she must also:

- Indicate to the Insurer as soon as possible the circumstances of the Loss, its known or presumed causes, and the nature and approximate amount of the Damage.
- Take all measures to limit the extent of the Damage already known and prevent the occurrence of further Damage.
- Forward to the Insurer, as soon as possible, all notices, summonses, subpoenas, extrajudicial documents and procedural documents that are sent, delivered or served on him/her.

If the Insured Party/Member fails to comply with the obligations listed in the previous three paragraphs, the Insurer shall have the right to compensation proportional to the damage possibly caused by this failure to perform.

1.9. For the implementation of the assistance cover

In order to ensure that the assistance benefits apply, prior to any intervention involving the cover under the policy, the Insured Party must contact:

Chubb Assistance

Phone number from France: 01 55 92 12 77
Phone number from Abroad: +33 1 55 92 12 77
Stating the policy number: FRBOTA15127

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1.10. For medical expenses during the Seasonal rental outside the home country

In case of an Accident or Illness requiring Hospitalisation in situ, the Insured Party/Member shall contact Chubb Assistance so that payment for the costs is made directly to the hospital by Chubb Assistance, without the Insured Party/Member having to make any advance payment.

The Policyholder/Member or his/her successors undertake to take all measures necessary to obtain the reimbursement of such costs (in full or in part) from Social Security and/or other supplementary bodies with which the Insured Party is affiliated and to immediately repay any sum collected in that capacity to Chubb Assistance.

Important:

This cover shall be available after acceptance by Chubb Assistance, with a limit of One Hundred and Fifty Thousand Euros (€150,000) per Loss.

1.11. For local services and personal assistance

For the assistance covers to be applicable, the Insured Party/Member must contact Chubb Assistance before any intervention involving the cover under the policy.

1.12. Policy subject to the principle of indemnity

This Insurance Policy is subject to the principle of indemnity according to Article L. 121-1 of the French Insurance Code. The Insured Party/Member is reminded that according to the principle of indemnity, the compensation payable by the Insurer may not exceed the actual amount of the harm and may not be a source of enrichment.

Consequently, compensation from the Insurer may not exceed the amount of the costs for which the Insured Party/Member remains responsible after any reimbursements of any kind to which he/she may be entitled.

Part 5 - Policyholder's obligations

Declaration of Changes in Risk

The Policyholder must declare to the Insurer any aggravation of the elements used to assess the risk covered by the Insurer.

Where the modification constitutes an aggravation of the risk, such as if the new state of affairs had existed when the policy was signed, the Insurer shall not be bound or shall be bound only by way of a higher premium, the insurer may propose a new premium.

If the Policyholder does not reply to the proposal or rejects the new contribution, the Insurer may terminate the policy in return for notice of thirty (30) days from the date of that proposal, on condition that it has first informed the Policyholder of that option, by clearly stating it in the proposal.

Any concealment, wilful misrepresentation, omission or inaccuracy in the disclosure of this information shall be subject to penalties, even if it has no impact on the Loss, in accordance with the conditions set out in Articles L. 113-8 and L. 113-9 of the French Insurance Code:

- In the event of bad faith, by the Insurance Policy being rendered void.**
- If bad faith is not established, by a reduction in compensation based on the Premium paid in relation to the Premium that would have been due had the risks been accurately and fully declared.**

Proof of operations

The Insured Party hereby accepts that telephone or electronic means be used at the time of taking out the Insurance Policy, of a request to alter some options originally taken out, or of a change in payment frequency. The Insured Party hereby accepts that the electronic information and instructions that may be exchanged between him/her and the Insurer or its representative, and the recordings that he/she has authorised of his/her telephone conversations with the Insurer or its representative (as well as any written transcripts thereof) may be kept by the Insurer. Where appropriate, these electronic discussions and/or recordings constitute valid proof of the operations carried out for contractual modifications.

Penalties for misrepresentation

Any concealment or intentional misrepresentation or omission or inaccuracy shall cause the application, depending on the circumstances, of Articles L. 113-8 and L. 113-9 of the French Insurance Code.

Access to medical information

The Insured Party, acting on his/her own behalf and on behalf of his/her successors, undertakes to facilitate access to his/her medical records by the medical adviser to Chubb. The Insurer undertakes to follow an internal procedure limiting the number of persons who have access to the medical information and documents. These persons are bound by an obligation of confidentiality.

Payment of the premium

The Premium, the amount of which is stated in the Special Terms and Conditions or in the Booking Agreement, plus any taxes, are payable at the time the seasonal rental is booked, together with the payment of the deposit or down payment.

The Premium is paid to the Policyholder.

It is stipulated that no refund of the Premium shall be made for any reason whatsoever.

Cancellation period

Under Article L.112-10 of the French Insurance Code, You may, within thirty (30) calendar days of taking out the insurance or paying all or part of the first premium when you benefit from one or more free insurance premiums, cancel the policy and obtain a full refund of the premium already paid within thirty (30) days, provided that you have not expressly requested compensation for a Loss during that period, by sending a letter to:

Cabinet DE BELEM

1 Allée des Ecureuils
33185 Le Haillan

Email address: cabinetdebelem@wanadoo.fr

Form of registered cancellation letter: I, the undersigned:

residing at: hereby cancel my subscription for policy No.:

..... and hereby request that you reimburse me for any sums paid within 30 days of receipt of this letter.

Signed on: Signature :

Cumulative Insurance

It is recalled that the covers under the Chubb Rental Policy are subject to the principle of indemnity, according to Article L. 121-1 of the French Insurance Code. In such cases, the compensation payable by the Insurer may not exceed the actual amount of the loss and may not be a source of enrichment.

In case of a loss triggering one of the compensatory covers of the Insurance Policy, the Insured Party must declare the existence of all the other compensatory policies covering all or part of the same risk to the Insurer.

In this case, each insurer shall contribute proportionately to the compensation for the loss suffered, each within the limits of its undertakings.

If the Loss has not been compensated by one or more Insurers beforehand, the Insurer proceeds with compensation according to the rules of the Insurance Policy and issues a claim to the other insurer(s).

Subrogation

Up to an amount corresponding to the amount of costs incurred by the Insurer, pursuant to Article L. 121-12 of the French Insurance Code to the rights and actions of the Insured Party and/or his/her Beneficiaries against any person responsible for the Loss.

Similarly, if all or some of the benefits provided in execution of the Insurance Policy's cover are fully or partially covered by an insurance policy, a health insurance organisation, Social Security, or any other institution, the Insurer shall take the place of the Insured Party and/or his/her benefits in his/her rights and actions towards the aforementioned organisations and policies.

This is what occurs in cases of cumulative insurance.

Limitation period

Provisions relating to the limitation period for actions resulting from the Insurance Policy are fixed by Articles L 114-1 to L 114-3 of the French Insurance Code, as provided below:

Article L. 114-1 of the French Insurance Code:

All actions arising from an insurance policy are subject to a limitation period of two years from the date of the generating event. However, this period will run:

1. In case of concealment, omission, or false or inaccurate declaration on the risk involved, solely from the day when the insurer learned of it;
2. In the event of a loss, solely from the day when the interested parties learned of it, and if they prove that they were unaware of it until then.

When the insured party's action against the Insurer is due to the recourse of a third party, the limitation period shall run from the day when this third party initiated a court action against the insured party or was compensated by the insured party.

The limitation period shall be increased to ten years for life insurance policies if the beneficiary is a person other than the Policyholder and, for personal accident insurance policies, if the beneficiaries are the successors of the deceased Insured Party.

For life insurance policies, notwithstanding the provisions of paragraph 2, the beneficiary's actions shall be limited in time to no more than thirty years from the death of the Insured Party.

Article L. 114-2 of the French Insurance Code:

The limitation period is interrupted by one of the ordinary causes of interruption of the limitation period and by the appointment of experts following a Loss. The interruption to the limitation on action may also result from the sending of a recorded delivery letter with proof of receipt sent by the insurer to the insured party in relation to action regarding payment of the premium and by the insured party to the insurer provider in relation to settlement of compensation."

Article L. 114-3 of the French insurance code:

Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, amend the length of the limitation period or add causes triggering its suspension or interruption.

Additional information:

The ordinary causes of interruption of the limitation period referred to in Article L. 114-2 of the French Insurance Code are set out in Articles 2240 to 2246 of the French Civil Code provided hereinafter.

For any updates to the aforementioned provisions, please consult the Official website “www.legifrance.gouv.fr”.

Article 2240 of the French Civil code:

The acknowledgement by the debtor of the right of the person whom the debtor attempted to prevent from invoking the statute of limitations interrupts the limitation period.

Article 2241 of the French Civil Code:

A legal action, even by way of summary proceedings, shall interrupt the limitation period and the peremptory time limit.

The same applies if the proceedings are brought before a court lacking jurisdiction or where the court referral is annulled due to a procedural error.

Article 2242 of the French Civil Code:

An interruption resulting from the proceedings continues to be effective until the closure of proceedings.

Article 2243 of the French Civil Code:

The interruption shall be voided if the plaintiff abandons the proceedings or allows the proceedings to lapse, or if the plaintiff's petition is definitively rejected.

Article 2244 of the French Civil Code:

The limitation period or peremptory time limit is also interrupted by a protective measure taken pursuant to French Civil Enforcement Proceedings Code or an enforcement act.

Article 2245 of the French Civil Code:

A formal demand made to one of the joint debtors by way of proceedings or an enforcement act, or the debtor's acknowledgement of the right of the person against whom the debtor invoked the limitation period shall interrupt the limitation period for all other parties, including their successors.

However, a formal demand made to one of the successors of a joint debtor, or this successor's acknowledgement thereof, shall not interrupt the limitation period with respect to the other joint successors, even in the case of a mortgage debt, if the debt can be divided. This questioning or acknowledgement only interrupts the limitation period, with respect to other co-debtors, for the portion for which the heir is responsible.

In order to interrupt the limitation period for the entire matter, with respect to other co-debtors, all the deceased debtor's heirs must be questioned or acknowledged.

Article 2246 of the French Civil Code:

The questioning of the principal debtor or its acknowledgement interrupts the limitation period against the surety.

Compliance with economic and trade sanctions

The Insurer shall not be required to provide any cover, shall not provide any services and shall not be obliged to pay any sum under this policy if the implementation of such cover, the provision of such a service or such a payment would expose it to any sanctions, prohibitions or restrictions imposed by a United Nations resolution, and/or economic or trade sanctions provided for by the laws or regulations enacted by the European Union, France, the United States of America or under any other applicable domestic laws providing for such measures.

Claims - Mediation

In the event of a claim under the Insurance Policy, the Insured Party may write to:

Chubb European Group SE — Customer Service, La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie - email: gestionpartenariats@chubb.com

In accordance with Recommendation 2022-R-01 of the ACPR (French prudential control authority), in case of a claim, the Insurer undertakes to acknowledge receipt of the Insured Party's claim within Ten (10) business days of the date on which it is sent and to respond to it within Two (2) months of the date on which the claim is sent.

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Without prejudice to the legal remedies available to the Insured Party, the Insured Party may, in the event of disagreement and, in any event, within two months of the date on which he/she sends an initial complaint, and before any legal proceedings are brought, refer the matter to the Insurance Ombudsman by email or letter send to the following addresses:

La Médiation de l'Assurance –TSA 50110 – 75441 Paris cedex 09 – www.mediation-assurance.org

Medical examinations/Expert appraisal in case of disagreement

All necessary measures must be immediately taken to limit the consequences of the loss and speed up the recovery of the Insured Party, who must submit to the medical care required by his/her condition.

The Insurer's doctor must have free access to the Insured Party to determine his/her condition. The Insured Party accepts that the medical information on his/her state of health be sent to the Insurer's medical practitioner.

Any unjustified refusal to comply with this assessment, after a formal notice has been provided by registered letter with acknowledgement of receipt, shall result in the forfeiture of the Insured Party.

In the event of a medical dispute, each party shall appoint a doctor.

If these doctors fail to reach an agreement, a third doctor shall be added to reach a final decision. If one of the parties does not appoint a doctor or if the doctors representing the parties do not agree on the choice of the third doctor, the appointment shall be done by the President of the District Court of the Insured Party's home.

Each party shall bear the fees and costs relating to the intervention of the doctor that the party has designated. Fees and costs of the third doctor's intervention shall be divided equally between them.

Where the consequences of the loss are aggravated by the existence of an illness or a physiological condition, or the refusal or negligence of the Insured Party to submit to the medical care necessitated by his/her condition, the compensation shall be fixed according to the consequences that the same loss would have had in a person of normal health, not having any disability and having undergone appropriate medical treatment.

Incorrect or omitted representations

Where there are errors or omissions in the representations, the Insurer shall have the right to claim, in addition to the amount of the premium, compensation equal to 50% of the omitted or estimated premium. Where such errors or omissions may be, by their very nature, size, or repetition, fraudulent, the Insurer shall have the right to repeat the losses paid, independently of the payment of the compensation provided for above (Article L 113-10 of the French Insurance Code).

Part 8 – Protection of Personal Data

The Insurer uses the personal data that the Policyholder makes available to it or, where applicable, to the Policyholder's insurance broker, to underwrite and manage this Insurance Policy, including in case of a Loss relating to it.

This data includes basic information including the Insured Parties' first and last names, addresses and policy number, but may also include data such as their age, state of health, financial situation and claims history, if such data is deemed relevant as regards the insured risk, the services provided by the Insurer or losses declared by the Policyholder or the Insured Parties.

As the Insurer belongs to a global group of companies, the Insured Parties' personal data may be shared with other companies within its group, located in foreign countries, provided that such sharing is necessary for the management or implementation of the insurance policy or for storing the Insured Parties' data. The Insurer also uses service providers and administrators, who may have access to the Insured Parties' personal data in accordance with the Insurer's instructions and under its supervision.

The Insured Parties have rights regarding their personal data, including the right of access and, where applicable, the right to have their data erased.

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This clause is an abbreviated version of the Insurer's procedures for handling the Insured Party's personal data. For more information, the Insured Parties and the Policyholder may refer to the Privacy Policy, which is accessible via the following link: <https://www2.chubb.com/fr-fr/footer/politique-de-confidentialite-en-ligne.aspx>. The Insured Parties and the Policyholder may also request a hard copy of the Privacy Policy from the Insurer at any time by sending an email to the following address: dataprotectionoffice.europe@chubb.com.

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This Insurance Policy is subject to French law and is governed by the provisions of the French Insurance Code.

In case of dispute, only the French version of the Information Notice shall be valid.

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Table of cover and excesses

Seasonal rental insurance “tenant” Cabinet de Belem

Cover:	Triggering event	Caps
Seasonal rental insurance “tenant” Cabinet de Belem	Cancellation of the rental	Amount of the Down payment or balance paid or owed to the Agency, with a €25,000 maximum per Insured Party €200,000 per Event
	Late arrival or interruption of stay	Pro rata, capped at €15,000
	Death or Disability following an Accident	€10,000
	Rental liability	€1,500,000
	Claims by neighbours and third parties	€450,000
	Vandalism and involuntary damage	€3,000 after deducting an excess of €45
	Medical costs abroad	€5,000
	Legal assistance abroad	€5,000
	Advance on bail abroad	€7,500
	Personal Assistance - Medical transport - Sending a doctor on site - Medical repatriation - Repatriation of the body in case of death - Coffin costs - Vehicle recovery and routing	Actual costs Actual costs Actual costs Actual costs €1,000 Return ticket
Search and rescue costs		€10,000 per Insured Party €20,000 per Event

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Contact us

Chubb European Group SE
La Tour Carpe Diem
31, Place des Corolles, Esplanade
Nord,
92419 Courbevoie Cedex
www.chubb.com/fr

About Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides risk insurance for companies of all sizes, from multinational corporations to mid-size and small businesses. It also covers the substantial assets of high-net-worth individuals. It offers personal insurance and budget protection products for individuals and offers employers and groups individual accident insurance solutions and cover for mobility risks. Lastly, it implements reinsurance solutions.

As an underwriting company, Chubb assesses, covers and manages risk with a high level of knowledge and discipline. It pays out losses fairly and quickly. Chubb is known for its extensive range of products and services, broad distribution capabilities, exceptional financial strength, underwriting expertise, superior claims handling and worldwide operations.

The parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is included in the S&P 500 Index. Chubb has management offices in Zurich, New York, London, Paris and other cities and employs around 31,000 people worldwide.

For more information, visit chubb.com/uk-en

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