



Orias n° 17002203 - www.orias.fr



1, rue du Languedoc
CS 45001
91222 BRETIGNY SUR ORGE CEDEX

☎ **01 60 84 75 45**
☎ 01 60 84 52 46
Courriel : contact@pmconseil.fr
Site : www.pmconseil.fr

OPTIONAL MEMBERSHIP COLLECTIVE INSURANCE POLICY : TRIP CANCELLATION PROPERTY DAMAGE – CIVIL LIABILITY

COVERAGE EXTRACT FOR POLICY N° L16/AEL/1032.125

Souscrit auprès de AmTrust Europe Limited

POLICY COMMUNICATION:

Since the insurer is obligated only by the full text of the policy, this text may be read at the Policyholder/Insured, who will make it available for reading upon request.

THE POLICYHOLDER.THE INSURED :
4231

SEMLORE CENTRALE DE RÉSERVATION

Pramouton
Station
05200 LES ORRES

☎ 04 92 44 19 17
☎ 04 92 44 04 56
Courriel : centraleres@lesorres.com

THE INSURER : **AmTrust Europe Limited**, Siège Social : Market Square House, St James's Street, Nottingham, NG1 6FG, est autorisée par la Prudential Regulation Authority et réglementée par le Financial Conduct Authority et le Prudential Regulation Authority. Numéro d'immatriculation Financial services : 202189. Ces informations peuvent être vérifiées sur le registre du Financial Services en consultant le site : www.fca.org.uk ou en contactant le Financial Conduct Authority au 0800 111 6768 et autorisée à pratiquer en France des opérations d'assurance sous le régime de la libre prestation de services

POLICY COVERAGE

The table below contains all of the individual coverage taken out by the Policyholder/Insured for which are listed as "Coverage provided": YES

Article	Coverage provided	Type	Coverage cap	Deductible
B1.	COVERED	PROPERTY DAMAGE		
B1.1.	YES	Damage to the Renter's or Occupant(s)'s property	€25.000	NONE
B1.2.	YES	Glass breakage: Including temporary enclosure costs	€2500 • €250	€65
B1.3.	YES	Damage to rented property belonging to the Property Owner	€2500	€65
B1.4.	YES	Theft-Vandalism	€2500	€65
B2.	COVERED	CIVIL LIABILITY OF THE RENTER OR OCCUPANT(S)		
B2.1.	YES	Tenant liability (Fire, Water, storm, etc. damage)	€1.500.000	NONE
B2.2.	YES	Claims by neighbors and third parties	€500.000	NONE
B3.	COVERED	CIVIL LIABILITY OF THE PROPERTY OWNER		
B3.1.	YES	Claims by Renters or Occupant(s) Injuries Property damage	• €1,500,000 • €50,000	NONE
B4.	COVERED	TRIP CANCELLATION		
B4.1.	YES	Refunding deposits or down payments to Bookers	€25,000	NONE
B4.2.1.	YES	Refund of Balance owed in the event of cancellation for cause	€25,000	NONE
B4.3.	YES	Cancellation by the Property Owner	€25,000	NONE
B5.	COVERED	TRIP INTERRUPTED AND/OR POSTPONED: Refund of unused rent to the Renter or Occupant(s)	€25,000	NONE
B6.	COVERED	SEARCH AND RESCUE COSTS	€2500	€65
B7.	COVERED	UNPAID CHECKS	€25,000	NONE
B8.	NOT COVERED	CANCELLATION FOLLOWING ACTS OF TERRORISM	€25,000	25% of the rental amount
B9.	NOT COVERED	DEBTS OWED BY INTERMEDIARIES (T.O. - TRAVEL AGENCIES)	€50,000	NONE

THE INSURED:

- The Lessee of a seasonal rental or hotel stay not exceeding 90 days, except by an exemption through a clause in the Special Terms, hereinafter referred to as **The Booker**.
- The renter and occupants, i.e., the persons named in the booking contract, hereinafter referred to as **the Renter or Occupant(s)**.

BOOKING AGREEMENT: Any document serving as a rental commitment or stay booking, including hotel stays.

PROPERTY DAMAGE: The Insurer shall cover:

- damage to the property of the Renter or Occupant(s) following Fire, Explosion, Water and Freezing Damage.
- Glass breakage
- Other accidental damage to rented property belonging to the Property Owner

TRIP CANCELLATION: The Insurer shall cover:

For the Booker or his/her rights-holders, refunds of the funds paid to the Policyholder, minus the insurance premium, in the event of a cancellation for the following reasons:

1. Serious illness, serious accident, or death of the Booker, Renter, or Occupant(s), their spouses (including common-law spouses or civil partners), or their descendants, ascendants, sons- or daughters-in-law, brothers and sisters, uncles, aunts, nephews and nieces, or persons named in the rental agreement.

Serious illness or injury means any deteriorated health condition or any bodily damage preventing the victim from leaving home or the hospital, treatment center, or preventing the victim from downhill skiing (for bookings at winter sports resorts) or preventing the victim from receiving spa treatments (for bookings with spa therapy) or a pathology interfering with the goal of the themed stay booked, on the start date of the rental period, and supported by a work stoppage certificate and by a medical certificate specifying the above-mentioned prohibition.

For spa therapy, included are chronic illnesses whose changes at the time of departure will not allow such therapy.

Pregnancy is not considered an illness. Only complications related to pregnancy (miscarriage and sequellae), arising after the booking date are covered.

Recurrences of illnesses or accidents previously reported are covered, as long as the illness or accident has not been the subject of any manifestation, aggravation, or complication in the MONTH preceding the booking date.

2. Disaster (Fire, Explosion, Theft-Vandalism, Water and Freezing Damage, natural event) causing significant damage to the residence, in a secondary residence, or in a business belonging to the Renter or Occupant(s) and occurring before their departure or during the stay and imperatively requiring their presence at the place of the Disaster.

3. Impediment to taking possession of the rented Residence, following:

- Job termination (**EXCLUSION: EXCEPT TERMINATION FOR GROSS PROFESSIONAL MISCONDUCT) THE END OF A TEMPORARY FIXED-LENGTH EMPLOYMENT CONTRACT OR THE CONVENTIONAL TERMINATION OF AN EMPLOYMENT CONTRACT SHALL NOT BE COVERED unless accepted by the Departmental labor board.**)
- Transfer, divorce, legal separation recorded with the court bailiff, of the Renter or Occupant(s) or their spouse (or common-law spouse or civil partner), on the condition that the triggering event occurs after the coverage takes effect.

4. Impediment for the Renter or Occupant(s) to get to the place of the reservation by highway, airplane, railroad, sea, on the date scheduled for taking possession of the rented residence, and within the following 48 hours, subsequent to:

- Roadblock or strikes impeding traffic, flooding or natural events, attested to by the Mayor of the Town or any authority (Tourist Office, SNCF, etc.) of the location of the vacation residence. If these unknowns or events are known at the time of booking, they shall not be covered.
- Traffic accident involving the Renter or Occupant(s) within 48 hours preceding the check-in date for the stay or rental, and whose damages result in the immobilization of the vehicle, supported by an expert report.
- Theft of the vehicle of the Renter or Occupant(s) within 7 days preceding the start date of the stay, supported by a police report. The coverage shall be valid as long as the vehicle:

- » Has not been found,
 - » Has not been repaired before the start date of the stay, or
 - » Has not been replaced by an automobile insurance or assistance policy
- Attempted theft of the vehicle owned by the Renter or Occupant(s) in the week preceding the start date of the stay, supported by a police report and as long as the damages involve the immobilization of the vehicle with or without repairs until the stay start date.

5. If the Renter or Occupant(s) is (are) forced to cancel or give up their stay within 48 hours preceding or following the contractual rental start date, following:

- 5.1. A lack or excess of snow:

This coverage, which only concerns winter sports resorts, cannot be considered until after a snowfall bulletin published by an organization authorized to issue such a bulletin, regarding resort itself if it is a member, or if it is not, the nearest resort as the crow flies.

It shall be established that there is a lack of snow at the winter sports resort or the location of the rental, if within 48 hours preceding or following the planned date of the start of the rental, at least two thirds of the slopes and/or ski lifts at the resort are closed according to the above-mentioned bulletin.

This coverage may apply only during the official opening or pre-opening dates of the resort's ski area.

- 5.2. Ban of sites due to pollution or epidemic/pandemic:

The risks of pollution or epidemic/pandemic shall be considered realized when the site has been totally restricted within a radius of 5 kilometers around the location of the booking by a decision by a town or prefectural authority during the stay period.

- 5.3. A state of natural disaster:

A state of natural disaster pursuant to the Act of July 13, 1982 or forest fires occurring in the area of the stay, and resulting:

- Either in a prohibition of the stay, at the site, by the relevant authorities during all or part of the rental period,
- Or in damage to the Rented residence and of the site such that it will not enable the Renter or Occupant(s) to normally enjoy the surroundings and services that had been the reason for the rental.

In the event of a dispute, the Parties shall refer to the opinion of the local Tourist Office to evaluate the grounds for cancellation, given the local impact of the event on tourism.

It is hereby agreed that, for the risks insured under coverage B.4.1.5, the amount of the coverage shall be limited to 300,000 euros per disaster, regardless of the number of stays canceled or interrupted, due compensation under the present agreement.

If the total amount of the Disaster exceeds the coverage total, the Insurer shall issue compensation on a pro rata basis.

6. An administrative summons, a summons to a medical exam or medical expert report for the Renter or Occupant(s) or their spouse, for a child adoption procedure, occurring after the booking date.

7. Obtaining a job or qualified internship by the Renter or Occupant(s), after the booking date.

EXCLUSION: RESIGNATION OR TERMINATION FOR GROSS MISCONDUCT IN PREVIOUS JOB.

8. Death, illness, or serious accident involving the person tasked with professional replacement (freelance, liberal, medical or paramedical profession) or with caring for the minor or handicapped children of the Renter or Occupant(s) after the booking date, on the condition that a contract or agreement had been signed before said date.

9. Elimination or modification of the vacation dates by the employer of the Renter or Occupant(s), despite them having been approved by the employer before the booking date for the stay or rental. This coverage shall not apply to members of a liberal profession, freelance workers, and company directors or legal representatives.

10. Rejected visa for the Renter or Occupant(s) by the authorities of the country to be visited, as long as the request had been made within the time period required by the relevant authorities of the country.

11. Administrative prohibition and/or closure of the borders, for sanitary or public health reasons, following an epidemic/pandemic, as long as within 48 hours preceding the start date of the stay, no lifting of the prohibition by the relevant authorities is published.

12. Theft of the ID or passport of the Renter or Occupant(s) within the 24 hours preceding their departure, preventing them from satisfying the Police formalities at the borders.
13. Refusal to totally or partially cover the spa therapy of the Renter or Occupant(s) taking the waters, by the social security plan they are affiliated with.
14. Professional booking.
15. When the booking is made professionally for an assignment in the context of a contract with a client, approved before the booking date:
 - Refund of the stay in the event of the cancellation or interruption of the stay following the loss of said contract,
 - Refunding the stay in the event of a cancellation, interruption, or delay, when the employer must put the Booking employee on another assignment.

COMPENSATION: Compensation will be made:

- If the cancellation occurs more than 30 days before the effective date of the service booked, the deposit will be refunded to the Booker and the balance to the Policyholder.
- If the cancellation occurs within the 30 days preceding the effective date of the service booked, and subject to the full payment following the general terms of the Policyholder, the deposit and the balance will be refunded to the Booker.

TRIP INTERRUPTED AND/OR POSTPONED

The Insurer shall refund the Booker the unused portion of the rent following an interruption of the stay or delay in taking possession of the residence, as a consequence of one of the listed events.

EXCLUSIONS COMMON TO ALL COVERAGE

EXCLUDED FROM THE COVERAGE LISTED IN THE PRESENT AGREEMENT ARE DAMAGES RELATED DIRECTLY OR INDIRECTLY TO:

- **FOREIGN WAR (IT IS UP TO THE INSURED TO PROVE THAT THE DISASTER WAS THE RESULT OF ANOTHER CAUSE),**
- **CIVIL WAR (IT IS UP TO THE INSURER TO PROVE THAT THE DISASTER WAS THE RESULT OF CIVIL WAR),**
- **ALL DIRECT OR INDIRECT EFFECTS OF EXPLOSION, THE RELEASE OF HEAT OR RADIATION RESULTING FROM THE SPLITTING OF ATOMS OR RADIOACTIVITY OR EXPOSURE TO ANY SUBSTANCE OR CONTAMINATION OF ANY BIOLOGICAL OR CHEMICAL NATURE,**

- **THE USE OF DRUGS OR MEDICATION NOT PRESCRIBED,**
- **DISASTERS OCCURRING UNDER THE EFFECT OF, INFLUENCE OF, OR IN RELATION TO THE CONSUMPTION OF ALCOHOL OR DRUGS, EXCEPT WITH A MEDICAL PRESCRIPTION**
- **PLAYING SPORTS AS A PROFESSIONAL ATHLETE,**
- **PLAYING A HAZARDOUS SPORT: AERIAL SPORTS, BOBSLEDDING, SKELETON, ROCK CLIMBING, ICE HOCKEY, MECHANICAL SPORTS, SCUBA DIVING.**
- **AN INTENTIONAL ACT BY THE INSURED OR BY HIS/HER SUICIDE OR ATTEMPTED SUICIDE,**
- **ESTHETIC, PSYCHOLOGICAL, OR PSYCHOTHERAPEUTIC TREATMENT,**
- **DEPRESSION EXCEPT IN THE EVENT OF HOSPITALIZATION,**
- **ILLNESS OR INJURY, PREGNANCY OR GENERALLY ANY DETERIORATED HEALTH CONDITION WHOSE INITIAL SYMPTOMS OCCURRED BEFORE THE BOOKING DATE. NEVERTHELESS, AN AGGRAVATION OF AN ILLNESS PRIOR TO THE CONDITION WILL BE COVERED ON THE CONDITION THAT THIS AGGRAVATION WAS NOT KNOWN IN THE 30 DAYS PRECEDING THE BOOKING DATE,**
- **MEDICAL PROHIBITION ON SPA THERAPY.**

Conseil et Courtage en Assurances



1, rue du Languedoc
CS 45001
91222 BRETIGNY SUR ORGE CEDEX

Téléphone : 01 60 84 75 45
Télécopie : 01 60 84 52 46

Courriel : contact@pmconseil.fr
Site : <http://www.pmconseil.fr>

R.C.S Evry 827642356 - SIRET 827642356 00022 - CODE NAF 6622 Z
ORIAS n° 17002203. www.orias.fr