



ACE European Group Limited  
Siège Social : 100 Leadenhall Street – Londres, EC3A 3BP – Royaume Uni – SA au capital de 148.736.000 £  
Autorité de contrôle : Financial Services Authority 25 the North Colonnade, Canary Wharf – Londres, E14 5HS – Royaume Uni  
Direction Générale pour la France : "Le Colisée" 8 Avenue de l'Arche 92419 Courbevoie Cedex  
Numéro d'identification : 450 327 374 – RCS Nanterre – APE 660E

**INSURANCE CERTIFICATE FOR "CANCELLATION OF SEASONAL RENTALS "  
to ACE Europe policy n° FRBOPA04964-001 subscribed by:  
OFFICE DU TOURISME ORELLE**

The present certificate of the group policy mentioned below gives right to the coverages defined hereafter for reservations not exceeding 90 days.

**COVERAGES**

**B1 CANCELLATION OF STAY**

The Insurer guarantees to the Insured or to his/her eligible parties, the reimbursement of the amount paid to the policyholder, in case of cancellation of the seasonal rental for the following reasons:

**B111** - Serious illness, injury or death suffered by the TENANT, by his/her spouse (including his/her notorious concubine or the person he/she is bounded with by a P.A.C.S.) or by their descendants, ascendants, sons in law or daughters in law, sisters or brothers or other persons designated in the rental contract.

Serious illness or injury means any health alteration or bodily harm preventing the insured person from leaving his/her home or the hospital where he/she is treated at the date at which the rental period begins. It must be duly justified by a sick leave certificate and by a doctor certificate mentioning the above prohibition and in addition, in case of hydrotherapy in a spa, the reimbursement of medical fees by the National Health Service, without restrictions based on the amount of wages, must also be justified and the notification of cancellation of the hydrotherapy treatment by the thermal establishment must be provided. Are also included in

the coverages chronic diseases which evolution, established at the date of departure, prevents the insured from departing.

Cancellations due to a pregnancy are insured only if the pregnancy resulted in medical complications, such as miscarriages, childbirth and its consequences, occurred during the period of one month prior to the effective date of reservation.

Cancellations due to a pregnancy are insured only if the pregnancy resulted in medical complications (miscarriages, childbirth and its consequences) occurred after the effective date of reservation.

**B112** - Loss entailing important damages occurred in the domicile, in a secondary place of residence or in professional premises belonging to the TENANT, taking place before the departure date and which requires necessarily his/her presence, on the day of departure at the place where the loss occurred.

**B113** - When the TENANT is prevented from taking possession of the rented premises because of his/her being dismissed (except in case of dismissal for serious professional misconduct) or of a professional transfer of the TENANT or of his/her spouse (or notorious concubine or the person he/she is bounded with by a P.A.C.S.), provided that the employer's notification is sent after the effective date of the insurance.

**B114** - When the TENANT is prevented from going by road or by train to the rented premises on the planned date of arrival or within the 48 hours following that day, because of blockades or strikes duly certified by the Mayor's of the town or by any relevant authority (tourist information centre, SNCF...) of the region where the rented premises are situated.

**B115** - If the TENANT has to cancel his stay or to forgo going to the rented premises within the 48 hours preceding or following the contractual date of beginning of the rental due to:

**B1151.** Lack of or excess of snow:

This coverage can be taken into account only after the official snow bulletin, concerning the station itself or the closest ski resort as the crow flies, is published by an organization recognised as being

entitled to deliver this bulletin, It will be established that there is a lack of snow in the ski resort where the rented premises are situated if, within the 48 hours preceding or following the planned date of beginning of the rental, more than 2/3 of the ski lifts of the resorts are closed, according to the bulletin mentioned.

This coverage can take effect only between the 15th of December and the 1st of April of the following year and provided that the rental contract is not subscribed during the opening of the ski resort even though the lack of or excess of snow is already established.

**B1152.** Closing of sites due to pollution or epidemics:

Risks of pollution or epidemics will be considered as demonstrated when access to the site is totally forbidden within a limit of 5 kilometres around the rented premises by a municipal or governmental authority during period of the stay. (This coverage does not apply when a thermal establishment is closed).

**B1153.** Natural disasters:

State of natural disasters as defined by the law of July 13, 1982 or forest fires, occurring in the place of stay and involving:

- Any stay on the site being forbidden by competent authorities during all or part of the period of rental or

- Damage, caused to the rented premises and to the site, the importance of which is such that the tenant cannot enjoy normally the environment and the services which had motivated his/her rental. In case of disagreement, the parties will refer to the recommendation made by the local Tourist Information Centre to assess the validity of the cancellation, in accordance with the consequences of the event on the local tourist activity.

It is agreed that, concerning the risks assured by the cover B115, the amount of the coverage will not exceed 300.000 € by loss and this, regardless of the number of cancelled or interrupted stays, that are insured by this contract.

Should the global amount of the loss exceed the amount of the coverage, the Insurer will indemnify on the basis of a pro rata apportionment.

**B116** - When the TENANT is prevented from taking possession of rented premises due to an administrative summons.

**B2 – INTERRUPTION OF STAY**

The Insurer reimburses to the TENANT the amount of the rent not accrued further to an interruption of stay or to a delay in the taking possession of the rented premises, due to one of the events listed in the paragraphs B111, B112, B115, of article B1.

CANCELLATION OF STAY, being specified that in case of delay, the event must occur within the 5 days preceding the contractual date at which the premises are occupied.

**B3 – SEARCH AND RESCUE FEES**

The Insurer guarantees the payment of the search and rescue fees charged by an accredited organisation to rescue the TENANT, his/her spouse (or his/her notorious concubine or the person he/she is bounded with by a P.A.C.S.), or their ascendants or descendants or the persons designated in the rental contract.

#### **B4 - ASSISTANCE**

The Insurer takes in charge the fees of the assistance assumed by **ACE ASSISTANCE**.

The services are:

- Organising the sanitary repatriation, by all appropriate means, of the renter(s) or occupant(s) when he/she/they is/are in hospital and when it is not possible to take care locally of the patient(s).
- Organising the repatriation of the body in case of death of the renter(s) or occupant(s) up to the place of burial in France.
- Providing a return ticket to a member of the family of the renter(s) or occupant (s) if the patient(s) is/are hospitalised for more than 10 days and in a place situated at more than 100 km from his/her/their residence.
- Providing a one way ticket for a return journey to the renter or occupant in case of sudden and unforeseeable death of a first degree parent.
- Making available a car driver for the return journey if, further to a repatriation, none of the renters or occupants can drive.

Territoriality: France and bordering countries.

Coverage validity: this coverage applies only to the stay carried out by the insureds. It takes effect when they are leaving their residence and stops when they are back home.

In case of claim based on this coverage, the insured must contact

**ACE ASSISTANCE: 33 (0)1.40.25.57.25**

and give the following reference: **610782/FRBOPA04964-001**

#### **B6 – GENERAL LIABILITY OF THE RENTER OCCUPANT**

The Insurer shall guarantee:

##### **B61 – Rental liability**

Further to a fire, an explosion, a water damage or to frost, originating from the premises: the financial consequences of the liability of the renters or of the occupants sued in pursuance of articles 1732 to 1735 and 1302 of the "Code Civil" to compensate for a damage caused to personal property or real estate belonging to the owner of the rental, the fees of the experts and the expenses charged to move or remove furniture or appliances as well as the expenses made necessary to rehouse the occupants further to an insured loss. The Insurer shall also guarantee the financial losses, the loss of rent and the loss of use suffered by the owner.

##### **B62 – Material damage to neighbours and third party**

Further to a fire, an explosion, a water damage or to frost originating from the premises: the financial consequences of the liability that renters or occupants could incur in pursuance of articles 1382, 1383 and 1384 of the "Code Civil" for any material damage caused to neighbours and to a third party on condition that the rental liability coverage defined above is applicable.

##### **B63 – General liability, theft, vandalism and various degradations**

The financial consequences of the general liability that the renters or the occupants could incur in pursuance of articles 1382, 1383 and

1384 of the "Code Civil" in case of theft and vandalism or when degradations are caused to personal property and to real estate property.

#### **C – EXCLUSIONS**

Are excluded from the coverages of this policy, any damage resulting directly or indirectly from:

- **Foreign war** (it is the Insured's liability to prove that the loss results from something else),
- **Civil war** (it is the Insurer's liability to prove that the loss results from the civil war),
- **All direct or indirect effects from an explosion of heat emission, irradiation due to the transmutation of the atom's core or radioactivity or an exposition to any substance or contamination of biological or chemical nature,**
- **Use of medical drugs not prescribed by a doctor,**
- **Practice of a sport as a professional,**
- **An intentional act of the Insured: suicide or attempted suicide,**
- **Cosmetic, psychiatric or psychotherapeutic treatment,**
- **Disease or accident, pregnancy and in general any health alteration when their first symptoms appeared before the date of the stay reservation,**
- **Prohibition by a medical doctor to take the waters at a spa.**

#### **D – IN CASE OF LOSS**

Except in case of an act of God, the Insured must notify within **5 DAYS** when he/she is aware of the loss:

**ACE Europe**

**Service Locations Saisonnières**

**8, avenue de l'Arche**

**92419 Courbevoie Cedex**

The Insured must join to his/her loss notification a copy of the rental contract, signed by the two parties or the evidence of their agreement, as well as the new rental contract agreed upon for the same period as the one defined in the initial contract.

In case of loss related to the coverage "Cancellation" or "Interruption" of stay, the TENANT will give the Insurer's doctor access to his/her medical file, failing which, the coverage will not apply.

#### **E – BINDING – EFFECTIVE DATE**

The coverage is effective from the next day at 0 hour following the receipt by the Policyholder of the signed rental contract and of the cheque of deposit payment or of instalment payment as notified in the Particular Conditions and applies during the period of stay mentioned in the rental contract.

Should the cheque of deposit payment or of instalment payment be bounced or should the cheque be not paid by the bank for any reason, the coverages of the present policy will be null and void, except if the TENANT pays what is due within the legal delay.

#### **F – POLICY COMMUNICATION**

The Insured is entitled, without having to pay any fee, to refer to the complete text of the policy at the Agency or at the Reservation department.

The General Representative for France